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Vol. II TRANSCRIPT OF RECORD

(Pages 681 to 1320)

Supreme Court of the United States

OCTOBER TERM, 1946

No. 658

PACKARD MOTOR CAR COMPANY, PETITIONEB,

428.

NATIONAL LABOR RELATIONS BOARD

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SIXTH CIRCUIT

PETITION FOR CERTIORARI FILED OCTOBER 30, 1946.

CERTIORARI GRANTED DECEMBER 9, 1946.

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- 1029 Q. You don't know how many they actually pro-
 - A. No, I do not.
 - Q. Did they have more than one department?
 - A. I don't just quite understand that, yes.
- Q. You were in a department there, were you not, at that time?
 - A. Yes.

Q. In what department was that?

- A. That was the finished car repair and the adjusting of cars.
 - Q. How many men worked in that department?
- A. In the repair end of it there was between torty and fifty.
- Q. Considering that as a department, were there other departments at that time?
 - A. Yes, there was.
 - Q. But you do not know how many?
 - A. No, I do not.
 - Q. Would you say there were eight or ten?
 - A. I think there would be about that many.
 - Q. And it might be as high as twenty?
 - A. I don't know that.
- Q. Even if there were just eight or ten there would be a foreman in charge of each one of those departments?
 - A. I imagine so.
- 1030 Q. Did each one of those departments do the same type of work?
 - A. No.
- Q. There was only one department doing your type of work?
 - A. Yes.
- Q. And the other departments would do different types of work, is that correct?
 - A. That is right.
- Q. So that if you say that the rate you paid in your department was a certain amount, that would be the rate that is paid the people who did the same type of work in your department in the plant, would it not?
 - A. Yes.

- Q. And there might be other departments where they had a higher rate, isn't that right?
 - A. I imagine there was.

Q. Who fixed these rates?

A. Well, at that time they were fixed more or less through management.

Q. You say more or less through management; where

did you get your instructions?

A. Well, you got it through the superintendent.

Q. The superintendent—did he give you a list of it. showing the amount that you could play these men?

1031 A. You had an expense account at that time.

Q. What do you mean "expense account"?

A. Well, your expense account—you had to show so much for labor and so much for tools.

Q. Who prepared that?

A. That was fixed up in the Cost Department.

Q. And you did not figure that up at all?

A. No, there was only one, I might say—if we stood within our expense account on our production or labor load we got five per cent on that and we got five per-cent on our scrap and we got five per cent on our tool account.

Q. I don't understand just what you mean by that when

you got five per cent?

A. We got five per cent of our wages.

Q. You were paid-

A. If we kept on it.

Q. You were paid in proportion to the expense accounts

A. If we went over we would have to go and get our requisition and cost sheet and figure it out all the way through and make out the complete report on it.

Q. Will you explain that again? Were you paid on an

hourly basis in these days?

A. No, on a salary.

Q. You would receive so much per month? Where does this five per cent come in?

A. Five per cent of our salary for certain accounts.

Q. You mean-

A. As a bonus.

Q. As a bonus?

A. Yes.

Q. In addition to your salary?

A. That is right.

Q. And that bonus was only given to you, however, if the cost of your department would not exceed the amount allotted to you by the higher management?

A. That is right.

Trial Examiner Jaffee: Just a minute. I gathered that it sort of worked the other way of he cut below par he got the bonus.

The Witness: That is right.

Q. (By Mr. Dahling): If you cut below par by what

percentage?

A. As a bonus—as long as you were below—there was a certain figure set and if you were below that, why you got your five per cent bonus,

Q. Or if you equalled it?

A. I think yes, if you equalled it. -

Q. But if you went above it you would not get your five per cent bonus?

1033 A. No, you wouldn't.

Q: That was five per cent on cost?

Mr. Nelson: Not on the cost of the department but on the figure fixed by management as the amount allowed for that operation.

Mr. Dahling: I will take your statement.

Q. (By Mr. Dahling): It was fixed by the Company?

A. That is right.

Q. You testified to that?

A. Yes.

·Q. And now the other five per cent was based upon scrap?

A. That is right.

Q. How did you determine that?

A. By the scrap tickets and the cost is put on the scrap ticket, whatever the part cost.

Q. And you were allowed so much in dollar value of scrap?

A. That is right.

Q. And if you exceeded that you did not get your five per cent bonus!

A. That is right.

Q. And what was the other five per cent, you mentioned a third, as I recall it?

A: I did, on our tooling expense:

- 1034 Q. And you were allowed accertain tool expense for this particular department?

A. That is right.

Q. And if you did not requisition tools costing the amount you were allowed, you received an additional five per cent

A. That is right.

Q. An additional five per cent bonus?

A. That is right.

·Q. And that was on a monthly basis?

A. That is right.

Q. In addition to your regular monthly salary you could receive as much as fifteen per cent bonus every month?

A. That is right.

Q. By the way, these and other items like the cost of tools and the dollar value of scrap, were also fixed by the Company?

A. Yes. When you made a requisition out for a tool,

the cost of that tool was put on that requisition.

Q. And that is true as far as your department is concerned? It was allowed a certain number of dollars in value of tools to be used?

A. That is right. /

1035 Q. When you ordered one it was charged against the amount appropriated to your department?

A. That is right.

Q. And if at the end—this was also on a monthly basis? A. Yes.

Q. And if at the end of the month you had not used up your monthly allotment of tools you received your five per cent bonus?

A. Yes.

Q. What happened if you used more than your monthly allotment of tools?

A. You did not get your bonus.

Q. And the same would result if you had more scrap than you were allowed?

A. That is right.

Q. And if the cost as fixed by the Company was greater than allowed?

A. Yes.

· Q. Now, then, let's get to the hourly-rated people and the method of determining their compensation, who did that?

A. Well, that is a kind of hande-me-down. When you took charge of a department there was a certain rate in the department and you would be governed according to the expense account of yours.

Q. Was that a part of the expense account?.

A. Yes.

Q. And it was listed in the expense account the amount you could pay for these people!

. A. It showed so much for labor.

Q. That was just in a round figure?

A. Yes, if I remember right, it is a long time since I have seen one of those cards.

Q. You would then go out and recruit labor on the streets, as I take it?

A. I did manys the time.

Q. Was there any place around the Company where the people came and asked for work?

A. In the early days I don't think there was, I never

seen any place:

Q. When you say "early days," what year would that be?

A. From 1909 up to 1912.

Q. And as foreman, you would go over the cost sheet or whatever you called it at that time, and tote that you were allowed so much for labor and then you yourself would fix the amount that these people you had would be paid?

A. On certain jobs, yes.

Q. And the Company—rather, higher management, had nothing to do with that?

A. Oh, yes, they did.

Q. In other words, you couldn't go out and pay a man-\$1.00 an hour if you just felt like it, could you?

A. No.

Q. The Company and upper management fixed the amount you could pay per hour to these men?

A. Visit is right.

Trial Examiner Jaffee: You mean the maximum?

Mr. Dahling: Well, did they fix the amount, is that

right?

The Witness: On this expense account, I am telling you about, when you were hiring your men and putting them on a certain classification, you had to be careful and not get too many on the high classifications, the high rate at that time—there was no such thing at that time as classification.

Q. (By Mr. Dahling): Who fixed the high rate?

A. I don't know who did.

Q. You didn't?

A. No.

Q. Then it must have been fixed by someone up in the line of supervision, I take it?

A: I imagine it was checked through all the manufacturers to see what rate they were paying.

1038 Q. Where did-you get the rate from?

A. Well, it came from the time office.

Q. In other words, you were told by the time office how much you could pay to a man who did a certain type of work?

A. The rates, as a rule, were established in the department before you took over.

Q. Who established those rates?

A. I don't know. .

Q. You did not establish them?

A. No.

Q. Well, you testified that you got them from the Time Department; did they give them to you?

A. No, I beg to differ, I didn't say that.

Q. I am sorry, I do not wish to misquote you. I just wanted to find out whether the rafes were fixed out in the industry or by the Company, which would you say?

A. I would say they were fixed by the cost of the car.

Q. Who would determine the ratio of labor to the cost of the car?

A. The Accounting Department.

Q. And that was not done by you?

A. No.

Q. You hired a man at a rate which was fixed for your department?

1039 A. There was a rate in the department.

Q. The rate for your department?

A. That is right.

- Q. Well, if you say you did not fix it was there anybody else in your department who fixed it?

A. You fixed the man's rate, the employee's rate, within

the job they was working on.

Q. When you say "within the job they were working on," do you mean there was a range of some sort.

A. Yes.

Q. What was the range for the highest paid employees in your department?

A. I can speak of the time when I was first hired out at Packard's and it was 22 cents to 28 cents an hour.

Q. That would be the range?

A. That was the range at that time.

Q. What was it in 1913; that is the year that you say a change took place, as I have it here in my notes?

A. On that I would say it would run between 34 and 40

cents'an hour.

Q? Did you have men in your department who received a higher hourly rate than some of the others?

A. No, it ran between 34 and 40 cents.

Q. They did all the same character of work?

A. No, there was some heavier and some lighter work.

1040 Q. In those days you had, as you stated, no classification and everyone in the department was paid within the same scale?

1041 A. As near as I can remember, yes.

- Q. What was your highest figure, was it 48 cents an hour?
- A. We used to have what we called the bridge assembly. That's the rear axle and that was very, yery heavy work and those men used to get the highest rate.

Q. And you would get the lowest rate?

A. The job I started out on, the steering assembly, they would get 22 cents an hour.

Q. At that time, there was only one department in the plant that assembled the steering sections?

A: That's right.

Q. And only one department on the rear axle, I believe you called it?

A. That's right.

- Q. Who, in those days—I am speaking now of just prior to 1931—who, in those days, was your superior, what was his title?
 - A. Walter Garner.
 - Q. What was his title?

A. Foreman.

Q. He was the foreman?

A. That's right.

Q. After you became a foreman did he continue super-

A. No, he left and went to Buffalo.

- 1042 Q. And who was over Mr. Garner at this time?

 A. Mr. Locker.
 - Q. Now, let us fix those dates as closely as we can.

A. That was in the latter end of 1909 and 1910.

Q. Those are the dates you have in mind when you are testifying as to these bonuses?

A. No, no. I don't know what the foremen got those days.

Q. Well, what dates are you using in that connection?

A. I am using, oh, from 1914 on up to 1929.

Q. From 1914 to 1929!

A. That's right.

Q. In 1929, the foremen still went out and hired people on the street?

A. No.

Q. Let us not get this confused. When did you go out and hire people on the street?

A. Between 1909 and 1913.

Q. You were a foreman at that time?

A. I used to go out and hire them when I was a straw

Q. As a straw boss?

A. Yes.

Q. And after 1913 you did not do that?

A. I used to, maybe, take a man in the employment office after that and asked to have him put on the roll.

1043 Q. The company, however, in that period of time, between 1909 and 1913, was relatively small, was it not?

A. No, in 1926, 1927, 1928-

Q. (Interposing) No, I said between 1909 to 1913. I am sorry, I do not think you heard me correctly.

A. Oh, no, they wasn't very large.

Q. You knew most of the other straw bosses in the Company, did you?

A. No. I did not.

Q. Over straw bosses you had a foreman?

A. Yes.

Q. Who was over that foreman?

A. Mr. Locker:

Q. Who was over Mr. Locker?

A. I think Mr. Roberts.

Q. Mr. Locker's boss was what?

A. The superintendent.

Q. Was he superintendent of the entire plant, the entire company?

A. I don't know, he never told me.

Q. Do you recall whether there was more than one superintendent?

A. Not to my knowledge.

Q. You never had any contact with anyone but Mr. Locker as superintendent?

1044 A. I never had contact with him but once.

Q. Had there been any other superintendents you probably would have known of that fact, would you not?

A. No, I would not.

Q. Who was over Mr. Locker?

A. I think Mr. Roberts.

Q. Mr. Roberts' position was what?

A. Well, I really don't know.

Q. Did you have any division manager in those days?

A. I can't recall.

Q. Who was over Mr. Roberts?

A. Well, we had a man by the name of Mr. Virgel.

Q. What was his position!

A. I really don't know.

Q. Who was over Mr. Virgel?

A. There was two men there at the same time, Mr. Virgel and also Mister—I can't recall that name now—Mr. Stambrose was the name.

Q. Did-What did those two men do, Mr. Stambrose

and Mr. Virgel!

A. I really don't know.

Q. All you know is that they were up the line of management, is that right?

A. I heard so.

Q. Was there a President of the Company at that time?

1045 A. Yes.

Q. What was his name?

A. Mr. Joy was with Packard for a short time after b was hired.

Q. That would be about what year?

A. 1909.

Q. Then who followed Mr. Joy?

A. Mr. McCauley.

Q. He is presently chairman of the Board, is he not?

A. I think so.

Mr. Dahling: How late did you plan on holding this hearing, Mr. Examiner!

Trial Examiner Jaffee: I do not like the use of that

phrase "had the hearing."

Me. Danling You got a bit rough with us at the last

session about being late.

Trial Examiner Jaffee: We made up some of the time we lost through being late. I think we will adjourn at about five o'clock. That is in about six minutes.

Q. (By Mr. Dahling) I believe you testified that in those days there was no medical examination of applicants for jobs?

A. I know I didn't get one.

Q. Do you think it is a good thing to have those examinations?

1046 A. Yes, I do.

Q. They had no employment office?

A. Not to my knowledge.

Q. Did you think that was advisable—not to have an employment office!

A. Well, at that time the Company was awful small. I

don't think they could afford it.

Q. As the Company grew in size, they did have an employment office?

A. They did.

Q. And you think that is quite proper at this time, do you not?

A. I do.

Q. As a matter of fact, the Company could hardly operate at this time without an employment office, could it?

A. I don't know.

Q. Well, could you go out on the street today and get help for your departments?

A. I could, as an old foreman, yes.

Q. And you would think that would be the proper thing to do!

A. I don't know.

Q. In other words, you do not know whether the present system, through the employment office, is good or bad?

A. I am just judging by my own department.

1047 Q. The men in your department are sent to you on requisition now, are they not?

Yes.

Q. And you feel if you go out on the street you could pick up better men?

A. No, I didn't say that.

Q. Do those men, before they come to you, have to go through certain tests?

A. Yes, sir.

Q. Do you think those tests are advisable?

Mr. Yelson: I do not know what tests he means, Mr. Examiner.

Mr. Dahling: He said they have to go through certain tests.

· Mr. Nelson: I do not know what difference it makes as to what he thinks.

Mr. Dahling: I think it has a very distinct bearing.

Mr. Nelson: What difference does it make what this witness thinks?

Mr. Dahling: This witness was put on to show that the situation in the old days was infinitely better because the foremen could do as they saw fit. If they did not like a man, they could fire him and handle their department in any way they desired, and they intend to show that some

of these powers have been taken away, and, there-1048 fore, they should be permitted to organize. There is no question but what that is their purpose.

Mr. Nelson: No, that is not correct.

Mr. Dahling: Mr. Examiner, may I continue? I think I have a right to state why I am asking these questions.

Mr. Nelson: Okav.

Mr. Dahling: I think we have a perfect right to ask this witness any questions which have any bearing or which may develop at all what that situation was back there, whether it was bad or worse or whether it was indifferent.

Trial Examiner Jaffee: I did not think and I do not now think Mr. Nelson's purpose was to indicate that the situation in the "good old days" was better than it is now. Just so there will be no question about it, I will ask Mr. Nelson now.

Mr. Nelson: Certainly not.

Mr. Dahling: They had more power then.

Mr. Nelson: Our position is not one of saying Management is better or worse. Our position is one of saying it is thus and so and therefore certain things happen. My brothers are constantly bringing that in on cross-examination of the witness, assuming one thing is better than another. We are attempting to say that we have entered into that in no way, not even indirectly. We just

say that certain circumstances were different in the 1049 past than they are now, and whether they are better or werse we are unable to do anything about it. In other words, whenever we state a complaint or a circumstance/we do not necessarily state a complaint against the Company. If my brothers so construe it, they are ex-

ceedingly touchy about it. We do not imply anything like

what they put on our shoulders.

Mr. Dahling: I can not just let those remarks just go unanswered. Every time they put a complaint in, it is for the express purpose of trying to throw something in the record against the Company.

Trial Examiner Jaffee: The next question, please.

Mr. Nelson: We do not stand on that position, Mr. Dahling.

Q. (By Mr. Dahling) You believe, do you not, Mr. Wilkins, that it is a good idea to have an employment office at the present time?

Trial Examiner Jaffee: I will exclude that in view of

counsel's statement.

Q. (By Mr. Dahling) You feel, do you not, that it is a good idea to have various other facilities in the Company to assist the foremen in their duties, do you not?

Mr. Nelson: I believe that is objectionable, Mr. Exam-

Trial Examiner Jaffee: He may answer that Yes or No. if he can. 1050

The Witness: I don't know.

Q. (By Mr. Dahling) In other words, you do not know whether it is advisable to have a hospital in the plant? Mr. Nelson: We raise no issue on that, Mr. Examiner. Trial Examiner Jaffee: He may answer the question.

A. Yes.

O. (By Mr. Dahling) And you think it is advisable also to have a master mechanic available?

Mr. Nelson: I do not see where that is material.

Trial Examiner Jaffee: He may answer.

A. Yes.

Q. (By Mr. Dahling) And do you think that there should he a process department? /

Trial Examiner Jaffee: I will exclude that. want to combine several of those things in one general

question, you may do so.

Mr. Nelson: Well, I do not know, Mr. Examiner, that our opinion of the details of Management would help the Board or anybody else, except where it impinges upon the obvious moral and legal rights of the foremen.

Trial Examiner Jaffee: Next question, please.

Q. (By Mr. Dahling) Mr. Wilkins, what is your department now?

A. It is the marine motors assembly and repairs

1051 and return motors from the field.

Q. In other words, you have three functions in your department; one, the assembly line for marine motors—

A. (Interposing) There is the line.

Q. There is no line?

A. No.

Q. How do they move along?

A. They don't move along.

Q. Then how do you assemble them, one by one?

A. They are assembled on a special stand until the motor is completed.

Q. And they stay on that stand until completed?

A. That's right:

Q. How many work on each one of these engines around this stand?

A. On the preliminary build-up, five.

Q. That is increased later on, is it?

A. No.

Q. They complete the engine?

A. They complete it on the preliminary build-up.

Q. What do you mean on the preliminary build-up?

A. That's the motor when it is first built up, before it goes down to the dynameter run.

Q. It is a complete motor when you get through with that run?

1052 A. Oh, no, it's brought back upstairs and disassembled and checked by Packard inspection and by the Nagy.

Q. Then what happens?

A. Then, if it is all right, it is built up there and shipped. If not, and any parts are rejected, a new part is put in.

Q. In other words, before you run your first test, you have a complete motor?

A. We do.

Q. You test that, tear it down and find out if there are any defects and if not, you build it up with the same parts again, do you?

A. That's right.

Q. And that is all done on what you call this stand?

A. That's right.

Q. What are the other two jobs you have in your departnent?

A. We have motors sent back from the field.

Q. You have to rebuild those!

A. They have to be torn down and inspected by the Navy and the Engineering Department.

Q. Then what happens?

A. That-the parts that is okay will be built up with new parts and make the complete motors.

Q. Then what was the other job you have in your de-

· partment?

1053 A. Engineering motors.

Q. I did not hear that:

A. Engineering motors. Q. What do you do?

A. For experimental purposes the motors will be built up and put on the stand and tested and brought back. After they are run, maybe, oh, all the way from fifteen to thirty hours, they are torn down and completely checked by the Engineering Department and see how much wear

Q. You put in whatever changes are needed in the motors and then you test the motors?

A That's right.

Q. By the way, where are those motors used, do you know?

A. In the PT Boats.

Q. How many men are presently in your department?

A. When I left a week ago yesterday there was 307.

Q. Oh, you are not there now?

A. Well, I have been down here ever since.

O. That is right. I had forgotten that.

Trial Examiner Jaffee: We will adjourn until tomorrow morning, beginning at nine-thirty.

(Whereupon, at 5 o'clock p. m., the bearing in the above-entitled matter was adjourned to 9:30 a. m., Wednesday, December 27, 1944.)

Room 737, Federal Building, Detroit, Michigan, Wednesday, December 27, 1944.

Pursuant to adjournment, the above-entitled matter came on for hearing at 9:30 A. M.

Before:

Samuel H. Jaffee, Trial Examiner,

1056

PROCEEDINGS.

Trial Examiner Jaffee: Are you ready to proceed, gentlemen?

Mr. Dahling: Yes.

JAMES R. WILKINS

resumed the stand, was examined and testified further as-

Cross-Examination (Continued).

- Q. (By Mr. Dahling) Mr. Wilkins, where were you born?
- A. Canada.
 - Q. You are a naturalized citizen?
- A. Yes.
 - Q. When did you come to the United States?
 - A. I came here the 9th day of September, 1909.
- Q. Now, you testified with respect to certain men that you asked to be rated as assistant foremen. There were four or five of them. Do you recall that?
 - A. Yes.
- Q. How long had those men worked for you before you made these requests?
- A. One of them was requested before I took over that department, Mr. Smith.
 - Q. Mr. Smith? What is his full name?
 - A. Julius Smith.
 - Q. Who made the request?
- 1057 A. The foreman or the general foreman who had the department before I took it over.

Q. Were all the men working in the department when you took it over, the men you asked to be upgraded?

A. Yes, they were.

Q. How long had you known them-For instance, let's take Mr. Wofford. How long had you known him?

A. I never knew him until I took charge of the depart-

ment

Q. Just to get that date fixed here again, when did you take charge of the department?

A. November 18.

Q. What year?

A. 1940.

Q. And Roy Habsen, how long had you known him?

A. Better than twenty years.

Q. Had he worked with you before?

A. Ves, he did.

Q. How long a period of time did he work with you?

A. Around 20 years.

Q. And Mr. Julius O. Smith, how long had you known him?

A. Fifteen or twenty years.

Q. Had he worked with you during that period of time?

A. On and off.

Q. And they were both good friends of yours, were they

A. In a businesslike way, yes.

Q. Now, Mr. Robert Nolan, how long had you known him ?

A. Since 1939.

Q. Mr. William Bradley?

A. I have known Mr. Bradley in June 20, 1940.

Q. Mr. Wilkins, how do you fix that date so accurately? A, That is the day I came back to Packard after I was

laid off.

Q. Were all of these men whose names I have mentioned working in the capacity in which they were working when you recommended their upgrading at the time you came to the department?

A. I just don't understand that.

- Q. These men were all in the department in 1940 when you became general foreman, is that correct?
 - A. I think it, is.
- Q. And what jobs did they have at the time you came to the department?
 - A. Assembling motors.
- Q. And they were just working on the-well, it is not a line, is it?
 - A. No.
- Q. But they were just criting on the standards on which you had the motors placed for assembly!
 - A. Ind bench work.
- 1059 Q. And bench work? ..
 - A. That's right'.
- Q. Did you increase their duties and responsibilities after you took over as general foreman?
 - A. As the department grew, yes.
- Q. And the department first started as a very small department?
 - A. When I took it over we had 88 men.
 - Q. It increased to how many?
 - A: We went up to 564.
- Q. Who gave these men you just mentioned increased responsibilities and duties?
- A. I speke to the Management and tolk them I needed more help. They asked one if I had anybody to suggest.
- Q. What duties and responsibilities did you give these men?
 - A. Well, as assistant foremen,
- Q. When you say assistant foremen what were their duties?
 - A. Well, that's to check the job and see it's done right and to see the men are properly placed.
 - Q. Did they continue to work on the motors?
 - A. Yes-which, you mean the foremen?
 - Q. Well, these men.
 - A. No, no, after they went on that job, no.
 - Q. And would you say that they became gang lead-1060, ers at that time?
 - . A. No.

Q. Did they have any right to initiate these queries or reports?

A Well, I wouldn't say they did.

Q. They were members of the CIO?

A. They were:

Q. And they continued as members of the CIO?

A. They did, until such time as we got them changed.

Q. What is the usual method used in Packard for changing a man's classification? Have they any forms that they use for that purpose?

A. No. I have never seen any.

Q. All you would do would be to ask someone to change them?

A. As a general foreman, I would speak to the super-intendent.

Q. You would not, however, prepare any request for a

change of status or classification!

A. I never seen any.

Q. You have never seen one in connection with chang-

A. Oh, no.

Q. No?

A. I am wrong, I mean ves.

1061 Q. But you say you have never seen one changing a worker to an assistant foreman?

A. No. sir.

Q. Now, you said you spoke to Mr. Reifel, who is Mr. Reifel?

A. At that time he was manager of the Y Division, the marine division.

Q: That is the division in which these marine motors, marine engines were made?

A. That's right.

Q. Who was Mr. Deislinger!

A. He was superintendent at that time.

Mr. Dahling: I will ask the Reporter to mark this document as Company's Exhibit Number 16.

(Thereupon the document referred to was marked for identification as Company's Exhibit Number 16.)

Q. (By Mr. Dahling) Mr. Wilkins, I show you a paper

marked Company's Exhibit 16, for identification, and ask you if your signature appears thereon?

A. Yes, sir.

Q. What is that paper?

A. That's a change in classification, form 547 to 114.

You requested that change, did you!

A. P did.

Q. And it was approved?

1062 · A. Mr. Deislinger's name is on there too.

Q. Lasked you, was it approved and did it go through the change?

A. Yes, Mr. Deislinger was the manager.

Q. You changed this man's rate of pay also, or recommended the change, did you not?

A. No, I don't have anything to do with that at all. The classification takes care of that.

Q. That was ultimately taken care of ! I mean, that was automatically taken care of !

A. That's right.

Q. By recommending his change in classification he actually did receive a change in his hourly rate?

A. That's right.

Mr. Nelson: There is no objection if it is material to anything. I do not know what it is offered to show. We admit that it is a record of the Company and it is signed by this witness. No loubt the man's classification was changed. Is that correct, Mr. Wilkins?

The Witness: Yes, that's the Union and the Company's

agreement.

Mr. Karasick: Are you offering these at the present time?

Mr. Dahling: I am offering them in evidence, yes.

Trial Examiner Jaffee: It will be received.

1063 (The document heretofore marked Company's Exhibit No. 16 for identification was received in ori

hibit No. 16 for identification was received in evidence.)

Q. (By Mr. Dahling) Company's Exhibit 16 is entitled "A request for change in classification." Was that intitated!

A. I just don't quite understand your question.

Q. You asked for this change in classification?

A. No. That is, in other words, if you move a man off a lower classification, why, you got to change his classification to the higher one. That is what that is, 547 classification is a lower rate than the 114 classification.

Q. So you moved this man to a lower-

A. (Interposing) I moved him to a higher classification.

Q. To a higher classification?

A. That is right.

Q. And in so doing-to make that effective, you had to execute this requested change of classification and send it through the regular channels?

. A. That is a policy, yes.

Trial Examiner Jaffee: I am not clear on this point. Did you make the recommendation to begin with or is it a recommendation?

The Witness: No, it is not. It is a policy.

Trial Examiner Jaffee: Who started this thing about that particular change?

1064 The Witness: Well, as you move a man-

Trial Examiner Jaffee: (Interposing) I am talking about this particular one. Whose idea was it to begin with?

The Witness: It might start out from the assistant foreman-

Trial Examiner Jaffee: (Interposing) I am not interested in that. I am talking about this particular case. Whose idea was that?

The Witness: Well, on this particular case I couldn't answer that and be honest about it.

Trial Examiner staffee: Did you initiate that one?

The Witness: Well, I don't remember:

Trial Examiner Jaffee: You mean you do not know? The Witness: I don't remember. The assistant foreman might come in and say, "I got to have another man, on 114."

Trial Examiner Jaffee: Did he in this case?

The Witness: I don't remember.

Trial Examiner Jaffee: All right, proceed.

Q. (By Mr. Dahling) Mr. Wilkins, in an ordinary case,

if an assistant foreman came in and said that he had to have a man of a higher classification, as set forth in Company's Exhibit 16, what would you do about it?

A. Why, I would make—in other words, the first thing we do is get the steward in and we would satisfy both the foreman and the steward so that they would agree on changing this man according to his seniority and his ability.

. Q. Who would pick the man in the first instance?

A. As I said, the steward and the foreman get together and they decide the man with the most seniority and then if the foreman says no, that man don't know that job and is not capable of doing that job we will talk it over and sometimes we will try the man on the job and somebody will say all right, give him a try and if he don't make good you can take him off. That is the way we generally operate on that.

Q. Then, if you get together with the steward on the man this form (indicating) requested change in classification, is prepared and signed by you as the general foreman?

A. That is right.

Q. In other words, in the case we have discussed here, you would be following out the recommendation of your assistant foreman?

A. That is right.

Q. And it is possible, of course, that you might disagree with him on that!

A. I fust don't understand that question.

Q. The assistant foreman—suppose the assistant foreman asked for an additional man and you felt it was not necessary, what would you do?

A. I would certainly tell him. The first question I

1066 would ask him was, "How many men have you got
down there?" He would tell hie and right away I
would figure out the time study and would either tell him
he needed one or he didn't need it or that he needed three
or whatever it might be.

Q. If you decided that he needed another man, you would sign the requested change for classification?

A. We would make that out, yes.

Q. And if you decided he did not need another man, you would tell him that he would have to get along on what he had?

A. That is right, according to the time.

Mr. Dahling: Mr. Reporter, will you mark that as Company's Exhibit 17 for identification?

(Thereupon the document above referred to was marked

Company's Exhibit No. 17 for identification.)

Q. (By Mr. Dahling) Mr. Wilkins, I show you Company's Exhibit 17 for identification and ask you if your name appears thereon and whether or not that is your signature?

A. Yes.

Q: What is that paper?

A. That is an order for tools—a request.

Mr. Dahling: I offer Company's Exhibit 17 in evidence. Trial Examiner Jaffee: It will be received.

(The document heretofore marked Company's Exhibit No. 17 for identification was received in evidence.),

Q. (By Mr. Dahling) Mr. Wilkins, for the purpose of the record, will you explain just what Company Exhibit 17 is?

A. That is a T handle wrench.

Q. Well, is it a request that you be supplied a T handle wrench?

A. That's right.

Q-You needed that in connection with the assembly of the engines?

A. That's right.

Q. I see you signed first, apparently, and then there are other names under your signature?

A. Yes, Mr. Benoit.

Q. Mr. Benoit approved your request by signing it that war?

A. And the third name I can't make out. Mr. Deislinger is at the bottom. Mr. Bowen is on the side.

Q. And their signatures would be their approval of your request for those tools?

A. That's right,

Trial Examiner Jaffee: There are three signatures besides yours!

The Witness: There are four signatures besides mine.

Trial Examiner Jaffee: Three, besides yours?

The Witness: No, four.

Trial Examiner Jaffee: Oh, I see, there is one at the 1068 side. All right.

Q. (By Mr. Dahling) Did you initiate that request?

A. Yes, sir.

Q. You felt that the tools there were necessary for the work in your department?

A. Yes.

Q. What did you use those tools for?

A. Well, for tightening nuts.

Q. Was that to replace tools that had been worn out?

A. It might be and it might be for a new tool.

Q. You might have decided that a new tool would work better in your department and you made a request for it?

A. Yes.

Q. In other words, if you felt anything would improve the work in your department, you do not hesitate to make a recommendation that that be carried out?

A. Yes.

Q. And you have made such recommendations?

A. Yes..

'Q. And they have been carried out?

A. Yes.

Trial Examiner Jaffee: What kind of tools were they! The Witness: Well, for instance, pushers. There are splines in the crank shaft and splines on the hub; in other words, serrations.

1069 Trial Examiner Jaffee: What are serrations?

The Witness: That's to keep the hub from turning.

Trial Examiner Jaffee: Is that a large tool or a small one?

The Witness: That's quite a large tool.

Trial Examiner Jaffee: All right, go ahead.

The Witness: And special wrenches.

Mr. Dahling: I will ask the Reporter to mark this Company's Exhibit Number 18.

(Thereupen the document referred to was marked for identification as Company's Exhibit No. 18.)

Q. (By Mr. Dahling) Mr. Wilkins, I show you Company Exhibit 18, for identification, and ask you what it is.

A. This is a help requisition for two janitors.

Q. Is that signed by you?

A. Yes.

Q. Is that form, is that the form that would be used by you if you thought you needed more help in your department?

A. If your time study called for it, yes.

Q. And if some of your workers did not show up, would you send through a requisition of this character?

A. If you was down below your labor-load.

Q. I note that that was also approved by Mr. Benoit, and whose signature is that (indicating)?

A. That's Mr. Deislinger's.

1070 Q. Mr. Deislinger's?

A. Yes, that's right.

Q. And this help requisition was initiated by you in the first instance?

A. Yes, sir.

Q. And they approved your recommendation?

A. That's right.

Mr. Nelson: I have no objection.

Mr. Karasick, Mr. Examiner, in connection with the proffered exhibit, I would like to note that there has already been received in the record Company Exhibit Number 11, which is also a requisition for help, the same type as the document now being offered in evidence. I hardly see the necessity for having in the record a second copy of the same exhibit, particularly in view of the witness, testimony.

Mr. Nelson: That was for a replacement, as I noticed on the face of it, and I assumed that was the reason it was duplicated. I do not recall what the first one was for

Trial Examiner Jaffee: Received.

(The document heretofore marked for identification as company Exhibit No. 18 was received in evidence.)

Mr. Dahling: Will you mark this Company's Exhibit

No. 19:

1071 (Thereupon the document above referred to was marked for identification as Company's Exhibit No. 19.)

Q. (By Mr. Dahling) Mr. Wilkins, I show you a card marked Company Exhibit 19, for identification, and ask you if your signature appears thereon, and what it is?

A. Yes, my signature appears on here and this is a

clearance card.

Q. What is the purpose of the use of that card?

A. This card is when a man is leaving a department, either to be transferred or leaving the employment of the

Company:

Q: Let us say that a man has been given a twenty-four hour notice and it goes through. Does he receive a card of that character?

A. (No response.)

Q. You do not understand my question?

A. Sorry, I didn't get it.

Q. Well, we will say a man is found incompetent and given a twenty-four hour notice, and the steward of the Union does not object and the man is cleared from the rolls. Is a card of this character prepared in that case?

A. Yes.

Q. Who prepares that card?

A. The foreman.

Q. What does the foreman do with the card after it 1072 is prepared?

A. The foreman either takes it over to the employ-

ment office or sends it over.

Q. Does he sometimes give it to the man to take over?

A. No, they stopped that about a month ago in our division.

Q. They previously gave it to the man himself?

A. They used to, yes.

Q. And he uses that card, I presume, to pick up what pay he has coming to him?

A. What the procedure is following that, I don't know.

Q. I notice on this card you gave the man a rating as to his ability and deportment. That is done by you or the foreman who makes out the card?

Mr. Dahling: I offered the exhibit in evidence.

Trial Examiner Jaffee: I have not seen it yet.

Mr. Dahling: I am sorry I did not show you this one. Trial Examiner Jaffee: It will be received in evidence. (The document heretofore marked Company's Exhibit No. 19 for identification was received in evidence.)

Q. (By Mr. Dahling) Now, Mr. Wilkins, in addition to these forms, the order request and the requested change in classification and this clearance card, you from time

1073 to time are called upon to execute additional forms and reports, are you not?

A. What would the nature of them be?

Q. Would you be called upon at times to make out an indirect labor time report?

A. That is right.

Q. And also an expense reguisition?

A. Yes.

Q. And that would be if you needed articles for your department?

A. File handles, brooms, rags.

Q. You also are sometimes called upon to sign a request for leave of absences?

A. Tes.

Q. And to send through tools and other things you use in your department for repairs?

Q. And you make out a regular form and sign it in that onnection?

A. Yes.

Q. And also in some cases you have to make out special time allowance?

A. Yes.

- Q. And the time exception report that I believe is in evidence here which you have heard about? 1074 A. Yes
- Q. And in addition to that there are perhaps other forms that you also sign!

A. There may be,

Q. Mr. Wilkins, have you, as foreman, also requested

changes in your department which would require an appropriation by the Company to make them?

A. Yes.

Q. And after you have made that recommendation, what is done?

A. Well, if :Management or the superintendent or the manager thinks the change is all right, why, they will approve it.

Q. And if that change is made, it might cost a considerable sum of money?

A. Yes.

Q. And as 1 get your testimony, you have made such requests in your department?

A. Oh, ves.

Q. Can you recall the cost of some of the insprovements you suggested that were put through?

A. No, I do not.

Q. But some of them might have cost the Company a considerable amount of money?

Trial Examiner Jaffee: I do not have any idea of 1075 what "considerable" means in this connection.

Q. (By Mr. Dahling), Would you say that some of the improvements might cost \$2,000 or \$3,000?

- A. It might have been.

Q. It might be even higher than that?

A. I wouldn't know.

Q. You feel, of course, that it is part of your duties and responsibilities as a general foreman, to make these recommendations where you feel it will be helpful to the manufacturing of the product in your department?

A. Yes.

Q. Mr. Wilkins, what, if anything, did you have to do with the original laying out of a department that you might be called upon to supervise?

A. Nothing more than to suggest.

Q. When you say you make a suggestion, is that matter taken up with you at all?

A. Sometimes.

Q. And your ideas and opinions are solicited?

A. Yes.

Q: And, of course, when they are solicited, you tell themwhether you think will work or not, that is, their proposéd Jayout?

. A. Yes.

. Mr. Dahling: Will you mark that as Company's Exhibit 20%

(Thereupon the document above referred to was

marked Company's Exhibit No. 20 for identification.)

Q. (By Mr. Dahling) I do not know whether you can see the extent of this or not, Mr. Wilkins, but I show you a blue print marked Company's Exhibit 20 for identification and ask you if your signature appears thereon and what it is.

A. Yes.

Q. And if you want to get down from the witness stand to examine it, you may.

A. Yes, that is my signature.

Q. What is this blue print?

A. That is the layout of the second floor of the motor assembly.

Q. That is one of your departments?

A. Yes.

Q. This was presented to you after it was prepared by some other department?

A. Well, that is the suggestion of mine, to be honest

about it, that I suggested.

- Q. That is, you suggested this layout which appears on this Exhibit Number 20 and your suggestion was carried out? .
 - A. It was on that one, yes,

Q. It was on this one?

· A Yes.

1077 (And are you still operating substantially on this same layout?

A. Just about the same,

- Q. How long ago was that that you made this recomnendation?
 - A. Between four and six months ago.
 - Q. Between four and six months ago?

A. That's right.

Q. This is a very recent layout?

A. That's right.

Mr. Dahling: Mr. Examiner, would you care for one of these up on your desk?

Trial Examiner Jaffee: Very well,

Mr. Dahling: I will offer Exhibit 20 in evidence.

Mr. Karasick: No objection.

Mr. Nelson: I would like to ask the witness if he got any pay for this?

The Witness: That's the sad part about it.

Mr. Dahling: I did not get the passing remarks.

Mr. Nelson: It was an important one. I asked him if he got any pay for this stroke of genius here, and he said that's the sad part of it.

Q. (By Mr. Dahling) What is your average pay, Mr. Wilkins!

A. \$338.00 a month for five days.

1078 Q. What has your average been on the fifty-hour basis that Packard is working on now?

A. Around four seventy-five.

Q. Between four seventy-five and five hundred?

A. That's right.

Q. Do you consider it part of your duty and part of your responsibility and something for which you are paid to make these recommendations to Management?

A. You can say that two ways, yes and no. When a man is capable of making improvements like that, why, the Company ought to consider him.

Q In other words, you think that you should have an increase in salary?

A. Once in awhile, yes.

Q. Do you feel that you should be promoted out of the foreman's rank?

A. No.

Q. But just be recognized by a change in your pay schedule?

A. Once in awhile.

Trial Examinet Jaffee: Company Exhibit 20 is received in evidence.

(The document heretofore marked for identification as Company's Exhibit 20 was received in evidence.)

Q. (By Mr. Dahling) Tell me, Mr. Wilkins, would you say that the recommendations you made and which were incorporated in Exhibit 20 would in any way reduce the manpower that was necessary to be used by your department?

A. Yes, if a general foreman knows his business, naturally, you would place your operations where they be-

long.

Trial Examiner Jaffee: Will you read that answer,

(Answer read.)

Q. (By Mr. Dahling) Let me put it this way, you would feel that you would want to save and conserve manpower?

A: Yes, both ways—to work for your own interest and

the Company's interest.

Q. These improvements that you suggested, might they also reduce costs?

A. Yes, they would

Q. And bring about a greater efficiency?

A. Some.

Q. Now, will you tell us, Mr. Wilkins, and you can use this exhibit, will you point out what suggestions of yours were incorporated? What was your general idea in revamping the setup of your department?

A. Well, it's a long story. It started from the engineering department; they wanted more floor space on the

third floor.

Q. So a layout had to be made for the third floor?

A. Part. of the third floor had to be brought 1080 down to the second floor.

Q. Then you had a more or less synchronization or correlation of those operations?

A. It meant revamping the second floor.

Q. New, you say that you assemble those engines on

A. (Interposing) No, on stands.

Q. Stands, yes, I beg your pardon. Do they show on this exhibit?

A. Yes.

Q. Are these those stands? (Indicating.)

A. No. right over here. (Indicating.)

- Q. You'are now pointing to the top of the exhibit at rectangles marked "Motor Assembly Jack"?
 - A. That's right.
- Q. There are a number of those extending along the top of the exhibit. That would be what direction?
 - A. That would be east.

Mr. Nelson: There are ten of them there, are there not? They are not all stands down here, are they? Those ten are the only ones there?

The Witness: There are some stands down there, Mr. Nelson.

Q. (By Mr. Dahling) You have marked in these rectangles at the top of the exhibit, which would be

- 1081 the east side of the building, "Motor Assembly Jack". That is the stand, is it?
 - A. That's wright.
- Q. There appears to be one, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen at the top of the exhibit, and there are also others on the west side of the building, assembly jacks?
 - A. Yes.
- Q. How many of these assembly jacks do you have on this floor, as shown by this Exhibit 20?
 - A. There are 19 now.
 - Q. 19 now?
 - A. Yes.
- Q. What is the operation in assembling the engine by use of these assembly jacks? How do you build it up?
 - A. You put the crank case in the jack and bolt it down.
 - Q. Teat is the first operation?
 - A. That's right.
 - Q. From there on, what happens?
 - A. You assemble the crank shaft and connecting rods.
- Q. Those operations are carried through by the workers in your department?
 - . That's right.
 - Q. Not to carry this out too long, you gradually build up the engine until you have a completed en-
 - gine standing on your jack!
 - A. That's right.

Q. The workers who do this job, are they capable of doing every operation required to build up that particular engine?

A. After they are at it awhile yes.

Q. And their work, lowever, is broken down into just a series of operations that they carry on?

A. Not on the jacks.

Q. Your workers gradually get to the point where they can attach all these various parts?

A. Yes.

Q. These parts come in to you from where?

A. The machine shops, inspection.

Q. You have them on racks or trucks near these engines.2

A. Yes.

Q. About how long are these engines, would you say?

A. Between six and seven feet.

Q. The engines themselves are between six and seven feet?

A. Yes.

Q. How many men work around an engine?

A. Five.

Q. You have so synchronized their work that they do not trip over each other, Mr. Wilkins? ..

A. That's right.

1083 Q. (By Mr. Dahling) Now, Mr. Wilkins, I am not going to go into great detail on these powers and duties and responsibilities that you may have as general foreman, but I would like to ask you about some of them. In the first instance, of course, you are responsible for the production and maintenance of production in your department?

A. Yes.

Q. You have to see you get the engines out on schedule?

A. That is what you are paid for

Q. And likewise, you are responsible for the quality?

A. Yes.

Q. And if you found a workman was not doing a proper job, he would probably hear from you, wouldn't he?

A. Yes.

Q. And you have to correlate the work of the workers

under your supervision. In other words, you have to see that you have the right number of men around these jacks and that there are no duplication of work that each man knows his job and can do it. Is that correct?

A. Yes.

Q. I presume that you are constantly spending a great deal of your-time on the floor here to see that they do the job right?

A. Yes.

Q. And if you should run into a breakdown or 1084 something of that sort, of course, you have to take action to see that that is remedied and get the proper departments in working on it and so forth?

A. Yes.

Q. And if there is any problem arising out of the day's work, you make a report and transmit that through to the next shift and the general foreman on the next shift?

A. We do not have any general foreman on the next shift.

Q. Then you have a foreman on the next shift?

A. Yes.

Q. And you would transmit that through to the foreman on the next shift?

A. Yes.

Q. By the way, what shift are you on, Mr. Wilkins?

A. I am on what they call a day shift.

Q. And that starts when?

A. Seven-thirty in the morning.

Q. Are there as many men on the night shift as there are on the day shift?

A. Not now.

Q. In other words, there has been a curtailment and a cutting down in the production necessarily?

A. Yes.

- Q. And you are responsible for the safety and cleanliness of your particular section or department?

 1085 A. Yes.
 - Q. And you see that it is kept clean too, don't you!

A. I always try to do my duties.

Q. Can you or can you not recommend increases in classifications for the workers which would bring about

an increase in pay? I believe that you testified that you could do that and that you can make such recommendations, is that right?

A. You can recommend a classification change?

Q. And that classification change might bring about or result in an increase of pay for the particular employees?

A. It just depends on whether it is a lower classification or a higher one.

- Q. In other words, you can also demote a man or recommend his demotion?
 - A. According to the classifications.
- Q. If you had more men of high classifications than you needed, but you needed some of a lower classification, would it be possible for you to recommend a demotion? Let me put it this way: We will say you are laying off men, your production has been cut down and you cannot use as many men in the higher classification as you have. Could you recommend that they be retained on at a lower classification?
 - Al Your operation sheet calls for so many men in each classification.
- 1086 Q. Well, we will say that your operation sheets are made up on the basis of producing a certain number of engines and then the number of engines to be produced is cut. That would result in your having too many in your department, would it not?

A. You are supposed to keep your labor load right.

Q. In keeping your labor-load right, if you find you have too many men in your department, what do you do?

A. Naturally, you tell the superintendent that you have some men you have to get rid of.

Q. Then he would be supposed to transfer them out?

A. If he didn't tell him, he would tell you.

Mr. Nelson: Mr. Dahling, do you mind asking him where the operation sheet is made and where he gets it?

Mr. Dahling: I will be glad to.

Q. (By Mr. Dahling) You are talking about an operation sheet. Do you know where that comes from?

A. That comes from the planning department.

Q. And they are the ones that—that is the department which plans the work?

A. That is right.

Q. And what is this operation sheet?

A. Well, it is a sheet telling you how many parts have to be used on that certain operation or the whole motor.

Q. And it sets up—

1087 A. (Interposing) The tools and everything.

Q. It sets up in detail the various processes to be followed?

A. And the classification, that is right.

Q. And the classification of workers who are to do this work?

A. That is right.

Q. In other words, it is a detailed breakdown of the operations and processes which are necessary to build up this engine?

A. That is right.

Mr. Nelson: Including the tools.

Mr. Dahling: And it includes the tools that would be needed?

Mr. Nelson: And the classification of workers.

Mr. Dahling: I think he so testified.

Mr. Nelson: What has the time study to do with that? Mr. Dahling, if you will ask these questions, I would not need to go back to that.

Mr. Dahling: I would just as soon ask them, yes.

Mr. Nelson: It will help both of us if you ask that.

Q. (By Mr. Dahling) Are you familiar with the time studies made from time to time?

A. Yes.

Q. Have any of those been made in your department?

1088 A. Yes.

Q. When you hear that a time study is to be made, what do you do?

A. Well, you just as a foreman or a general foreman, are supposed to see the job is working according to your operation sheet.

Q. In other words, that the job is going through according to the routing in the operation sheet?

A. That is right.

Q. What else do you do besides that?

A. That is about all.

Q. Do you discuss the selection of the type of operator?

A. No, you do not.

Q. Who selects the operator?

A. Well, as a rule, the job is set up so that you start at a certain place and the assembly follows it through. What men are on the assembly, those are the men that are timed.

Q. But your place in the picture would be to see that the job was operating in accordance with the routing, and in accordance with the operation sheet?

A: That is right.

Q. And also to see that such materials as might be needed were on hand?

A. Sure.

Q. And that you had just the ordinary situation there and not an unusual or an exceptional situation, is that right?

A. That is what you are paid for.

Q. And you do that?

A. Certainly.

Mr. Dahling: Will you mark that as Company's Exhibit 21 for identification?

(Thereupon the document above referred to was marked

Company's Exhibit 21 for identification.)

Q. (By Mr. Dalling) Mr. Wilkins, I show you a pamphlet marked Company's Exhibit 21 for identification and ask you if you have received that pamphlet?

A. Yes.

Q. How long ago was that?

A. Oh, between six months and a year.

Mr. Dahling: I offer Company's Exhibit 21 in evidence.

Mr. Karasick: No objection:

Mr. Nelson: No objection.

Mr. Dahling: Do you wish to see it, Mr. Examiner?

Trial Examiner Jaffee: Yes.

Q. Mr. Wilkins, you received this from the Company? The Witness: Yes.

Trial Examiner Jaffee: The pamphlet entitled "Time

study at Packard" which bears the designation at 1090 the bottom of the cover Local 190 UAW, CIO and Packard Motor Car Company, 1944 is received in evidence.

(The document heretofore marked Company's Exhibit

No. 21 for identification was received in evidence.)

Q. (By Mr. Dahling) Did you read this pamphlet?

A. Yes.

Q. I notice on page 16 this statement: (Reading);

"The man who makes the time study is called an observer. His first step is to report to the department supervisor and advise him what particular operation he wishes to time."

Is that the process that is followed?

A. No.

Q. What actually is done?

A Well, the superintendent will tell you that the time study is coming up to your department.

Q. And also tells you as to what operations they are

going to study?

A. Sometimes.

Q. And if he doesn't then you presume then that the

A. They have to see the steward first.

Q. That is true. They also see you, do they not?

A. Yes.

Q. This continues (reading):

1091 "The supervisor then informs the employee working on the desired operation that the study is to be made."

1092 Mr. Nelson: What page is that? Mr. Dahling: That is page 17.

Q. (By Mr. Dahling): Is that the operation you follow?

A. Yes.

Q. Now, of course, a time study has to do with the operations of a worker, does it not?

A. That's right.

Q. By the way, you do no manual work, do you? You do no work on the machines or with the workers?

A. I do not think I have time.

. Q: I am just asking that.

A. No.

Q. Do you have an office?

A. A so-called office.

Q. You do not like it?

A. It's all right.

Q. But you think it could be improved?

A. Oh, yes.

Q. Do the foremen under you work on the machines?

A. No.

Q. Now, a time study, as I have aid to fore, is really an operation to determine the time the it should take for a particular process, is it not?

A. That's right.

Q. It relates to the work of the worker?

1093 A. That's right.

Q. I presume that the CIO is very active in connection with these time studies, is that right?

A. Yes, that's right.

Q. And the steward is always present while there is a time study being made?

A. Most of the time.

Q. Their purpose, I presume, is to see that it is fair from the Union standards, is that right?

A. Yes.

Q. Now a time study, once having been made, that has to be approved by the Union, does it not?

A. Yes.

Q. We will say it is approved and put in operation and then the workers claim that they have too much work to do, what do they do then?

A. That's settled before the time study is handed to the foreman.

Q. Yes, but if it should develop later on that a worker complains that they have speeded him up on this particular job and it cannot be produced within the time limited, where would he go, to you, to make his complaint?

- A. Probably he would go to the assistant foreman.
- Q. And the assistant foreman would take the matter up with you?

1094 A. That's right, his foreman.

Q. And then through that chain, it would get up to you?

A. That's right.

Q. What would you do in that case?

A. I don't know; I never had a case like that. .

Q. I presume they would have some method whereby they could make a recheck of that time study?

A. No doubt.

- Q. If you find a man who is unsatisfactory and wish him removed from the roll, you can have that done, can you not?
 - A. No.
 - Q. What do you do?

A. You can suggest it.

Q. You prepare a document in connection with that matter?

A. A query form.

Q. A query is an inter-office communication at Packard, is it not?

A. That's right.

Q. You have been there a long time, do you know where that term originated?

A. It's been there ever since I have been there.

Q. A query is really a report or communication, when you come right down to it, is it not?

A. It's a form of some kind of information.

Q: You prepare that query, then what do you do 1095 with the query?

A. Well, if I remember right, I don't think I have made out two of them since I have been at Packard.

Q. You do not have very much trouble with the men in your department, do you, Mr. Wilkins?

A. Not very much.

- Q. Have you made any out since you have taken over this department in 1940?
 - A. I think there was one.
 - Q. Was that a discharge case?

A. Oli, no, a very simple case.

Q. When you say a very simple case, what do you mean?

A. Well, we try to keep the department clean and neat and have the men keep their lunch boxes in their coat room and this man was stubborn and he wouldn't leave his lunch box in the coat room, so we made out a query, but it didn't get any place with it anyway.

·Q. Did you demand a hearing?

A. No, they sent the Labor Relations man over on it and he checked it and it just died.

Q. By the way, did you discipline the man or did you ask that he be removed from the roll, in your query?

A. No, I just made the complaint:

Q. And left the matter of penalty to the Labor Relations?
A. That's right.

1096 Q. You made no recommendation in that respect?

A. That's right.

Q. But I do not suppose that if you found a man who was incompetent, that you would hesitate for a moment to recommend his removal?

A. No, I wouldn't.

Q. But you say you have had very little trouble of that sort of thing?

A. Very little trouble.

Q. Consequently, you have had no particular occasion to discipline any workers in your department?

A. On there might have been a few odd cases. The steward and busually get together on that.

Q. You work that out in your own department?

A. Pretty well!

Q. It does not usually go higher than that?

A. No, for two reasons: It's better to settle a thing in your department, and not have them talking about it, than it is to get a lot of men talking about it and get them sore about it.

Trial Examiner Jaffee: Is that one reason?

The Witness: That's one big reason. That's why I do it, I don't know what other foremen do.

Q. (By Mr. Dahling): I thought you said there were two reasons?

1037 A. Well, in other words, if you have a group of men that get disturbed, why, naturally, you are going to lose production and that hurts efficiency in your department. That's the big reason.

Q. And you want to get that matter, whatever it is,

settled at once so there will be an end to it?

A. Why, certainly.

- Q. So you take it up with the stoward with that in mind and you have been quite successful with that in your department, have you not, Mr. Wilkins?
 - A. I have a very broad-minded steward.

Q. So you can get along very well with him ?-

A. I can collectively bargain with him.

Q. I suppose you would not hesitate for a minute if a man was not doing his job, you would tell him so in no uncertain terms?

A. I have.

Q. I believe that. And you have been called upon at times to do that?

A. I have.

Q. Mr. Wilkins, I believe you testified that you are a member of the Foreman's Association of America?

A. Yes.

Q. Were you one of the original members?

A. No, I don't think I was.

1098 Q. Have you belonged to any other labor organizations?

A. No.

Q. You, I suppose, also believe in Union principles?

A. I believe in collective bargaining in good faith.

Q. That is one principle of Unionism, collective bargaining?

A. That's right.

Q. Are there any other principles that you would say should be included?

A. Well, that's the only one I am familiar with.

Q. Through collective bargaining, I suppose you would try to establish some of these other principles of Unionism, would you not?

Trial Examiner Jaffee: Well, now, wait a minute. Which others?

Mr. Dahling: Well, such as seniority.

The Witness: Not altogether on seniority, no

Q. (By Mr. Dahling): What are your ideas on seniority, Mr. Wilkins?

Trial Examiner Jaffee: That is, answering briefly, if possible.

The Witness: Ability.

Q. (By Mr. Dahling) - Solely?

A. (No response.)

Trial Examiner Jaffee: Is that a question?

1099 Mr. Dahling: I thought he shook his head.

Trial Examiner Jaffee: I know, but the reporter does not get it when he shakes his head. Will you read the question?

(Question read.)

The Witness: No.

⁶Q. (By Mr. Dahling): What other considerations should be considered, other than ability?

A. Well, his seniority should come in there.

Trial Examiner Jaffee: And length of service?

The Witness: Length of service, yes.

Q. (By Mr. Dahling): Now we will say that two people have had the same length of service: if that strue, what should govern, in your opinion?

A. His ability.

Q. Who would be the judge of that ability?

A. That would be handled in bargaining rights.

Q. You say it would be handled in bargaining, you mean the FAA and the Company would sit down across the table and discuss the matter?

A. Sure.

Q. We will say they did that and they could come to no agreement?

A. I don't think that's possible.

Q. Let us just assume they could not come to an agreement. What should control?

A. I don't know.

- O. Should the Union's idea of this man's ability control?
- Q. Should the Company's idea or the Company's opinion as to this man's ability control?

A. No.

Q. You would just leave it up in the air, then?

A. No, I would not; I would leave it between the two.

Q. Well, we will say they cannot agree, what would be your next step.

A. I still say that sensible people can bargain.

Trial Examiner Jaffee: Mr. Wilkins, will you agree to this extent, that somewhere, some time, somebody has to decide something?

The Witness: Yes, I will agree to that.

Trial Examiner Jaffee: Otherwise, you will keep talking forever, is that right?

. The Witness: If you bargain in good faith, no.

Trial Examiner Jaffee: All right.

Q. (By Mr. Dahling): Mr. Wilkins, are you not familiar with cases in the CIÖ where there has been no agreement on this question of seniority and strikes have resulted?

Mr. Nelson: Do you mean seniority and ability!

1101 Mr. Dahling: Yes, on the carrying out of their seniority provisions in the CIO contract. If he knows. The Witness: I don't know.

Q. (By Mr. Dahling): You know of no such case?

A. No.

Q. I assume if the parties could not agree after long negotiations, the Union might feel that it had to take drastic action?

A. I don't know.

Q. So, if you got to a situation where the Company had two men "X" and "Y" who had the same length of service and the Company took the position that "X" had the greater ability and the Union, the FAX took the position that "Y" had the greater ability and should be promoted and the parties could not agree after innumerable conferences and discussions, you don't know what would happen.

A. No.

Q. Have you any thought on what might happen?

A. No.

Q. I presume, Mr. Wilkins, you are loyal to the Union or would be loyal to the Union?

A. As far as honesty, yes.

Q. And also loyal to the members of the Union?

Q. And you believe in the majority fule controlling 1102 in the Union?

A. If they are honest about it, yes.

Q. And if the majority should happen to take action which you felt was improper you would feel you should go along with it?

A. I don't know.

Q. Well, we will say that the FAA, your Chapter of the FAA, by a vote, decided to strike because Packard refused to promote "Y" rather than promote "X," in the example I have just given you, and you felt that that was all wrong, would you go out on a strike or would you remain in the plant working?

A. If the majority did, yes.

Q. You would follow the rule of the majority, whether you thought it was right or wrong, is that true?

You would have to go with the majority.

Q. And you would go with the majority, even though you felt it was detrimental to the interests of the Company?

Mr. Nelson: Insisting on the better man would not be

against the interests of the Company.

The Witness: If the cause what they were striking for was right, yes.

Q. (By Mr. Dahling): What, if in your opinion, what they were striking for was not right?

A. As a Board member why we would do as much

as possible to prevent a strike.

- . Q. We will say that you cannot prevent the strike and the majority votes that there shall be a strike and your feel that the strike is unjustified and you attempted to prevent it, would you go out on strike?
- A. If there wasn't anything left to do, yes.

Q. What else would there be left to do?

A. There wouldn't be anything

- Q. If the Foreman's Association of America went out on strike and had this-I don't believe you call it a picket line-and this group of foremen around the gates, you, wouldn't go through that group and go back to work?
 - A. No.

- Q. If you thought that one of your foremen or assistant foremen was incompetent or unwilling to do his work, I believe you testified that you would seek to have him removed.
 - A. Yes.
 - Q. Is that right?
 - A. Yes.
- Q. If, however, the Foreman's Association of America then fell into the picture and decided that the man was competent or for some reason was against releasing him, would you try to have him removed from the roll?
 - A. If I was right I would still stick to right.
- 1104 Q. And even though the majority of the Union might say that you were wrong?
- A. It wouldn't make one bit of difference to me, I would stick to what is right.
 - Q. What is your position in the Union?
 - A. I am on the Board.
 - Q. When you say the Board, what Board?
 - A. That is twelve members.
 - Q. That is the Executive Board?
 - A. That is right.
- Q. And that would be the Executive Board of the International Union, wouldn't it?
 - A. No, that is Packard Local No. 5, Chapter 5.
- Q. Oh, I see, you are on the Executive Board of the Packard Chapter?
 - A. That is right.
 - Q. Not the National Board?
 - A. No.
- Q. I think it was Mr. Traen who testified that if you did not agree with the majority you were very likely to be removed from office?
 - A. You might be.
- Q. He testified that he was opposed to the strike this spring and tried to stop it. Do you recall that?
 - A. I believe he did.
- 1105 Q. At the same time he was threatened with removal from office if he insisted too strongly in his efforts?
 - A. Yes.

- Q. And you would, I presume, take the same position that he did and go out with the strikers in a case of that sort?
 - A. When you are right, yes.
 - Q. Even though you opposed the reason for the strike?
 - A: That is right.
- Q. Now, I presume—let us get back to the example of the assistant foreman that you say you would fire, regardless of what the majority of the Union felt.

Trial Examiner. Jaffee: Fire or recommend?

Mr. Dahling: Well, there is some argument about that.

I will use the word recommend.

- Q. (By Mr. Dahling): You stated, did you not, that if you had a brother member in the Foreman's Association who was assistant foreman in your department and you felt that he was incompetent and was not working properly you would recommend his removal from the roll, did you not?
 - A. The first thing we do is take that up with the Board.
 - Q. When you say the "Board," what Board?

As Of the Union.

Q. The Board of the Union?

A. Yes.

- A. That is the Foreman's Association of America?
 - Q. What do you do at this Board meeting?

A. We state-

- Q. (Interposing): When you take the matter up with the Board?
- A. We state our case right in front of all the men on the Board.
- Q. You state your case and take the matter up with
- A. My case. In other words, the man's case, what he is able to do, what is wrong with him and let them be the judge.
- Q. And then we will say that they vote that you are correct in your analysis of the situation and the man should be removed from the roll, what do you do then?
 - A. Recommend or suggest to the superintendent.
 - Q. We will say that they feel that you are wrong about

that and that the man should not be removed from the roll, what would you do?

A. I never had any of those cases.

Q. Say you did have such a case?

A. I wouldn't know.

Q. You wouldn't know what you would do? A. No.

1107 Q. Is that the answer you wint to make to that question?

A. Right now, yes.

Q. You want to leave it right there?

A. Yes.

Q. Well, we will say that this situation occurs, the FAA disagrees with you on the release of a man you feel should be released and discharged and they go on a strike because the man is discharged, would you go on the strike with them?

A. I don't quite understand the question.

Q. Well, we will say that the majority of the FAA think that a man is competent but you still think that the man is incompetent and want him discharged and the Company goes ahead and discharges him and then the Foreman's Association strikes because of that, would you go out on that strike?

A. I would have to.

Mr. Dahling: That is all.

Trial Examiner Jaffee: It is eleven o'clock, gentlemen, we will take a ten-minute recess.

(Recess.)

Trial Examiner Jaffee: We will resume, gentlemen.

Redirect Examination.

Q. (By Mr. Nelson): Mr. Wilkins, with respect to Exhibit 20, this blueprint, how much time did you spend with your division manager on it?

A. Not over five minutes.

Q. Did he have any blueprints present or anything of that kind?

A. No.

Q. What did your exchange consist of, just an oral exchange, just by word of mouth?

A. That's right.

Q. Who else was there at the time, other than yourself and your division manager?

A. I know Mr. Vienoit was there, the superintendent, but

who else, I can't recall.

Q. I believe Exhibit 19 carries only your signature, is that correct?

A. That's right, it does.

Q. It is a card for what purpose?

A. For clearance and an employee to be sent to the employment office.

Q. Whether he should go or not has already been decided before this card is made out?

A. That's right.

Q. This is just the paper, evidence that it gets into the right place?

A. That's right.

Q. But the decision is made on a different card and 1109 a different form?

A. Yes.

Q. Mr. Wilkins, you were asked a series of suppositious questions by Mr. Dahling, just at the close of his cross-examination, just before the recess?

A. Yes.

Q. Now, coming back to the start of the series, which . generally started with the situation where you had a foreman under you and you and the foremen were members of the Chapter of the Association and it was your honest opinion that on the man's performance and your observation of him, he did not measure up to a fair discharge of his duties. Do you remember that situation?

A. Yes.

Q. The question generally was whether you would be faithful to your obligation to the Company and report the man and recommend his discharge. Would you?

A. Yes.

Q. Would you stick to it, as long as it was reasonably right to do so?

A. Yes.

Q. Both in the Union, with the Company, and elsewhere!

A. Yes.

Trial Examiner Jaffee: Let me ask you, then, suppose after you thought so and after; in a preliminary

1110 fashion, you indicated that and took it up at a meeting with your Union, while they thought so and you did not, would you or would you not still recommend that man's discharge from the Company!

The Witness: b would.

Q. (By Mr. Nelson): Now, when it comes to the rule of the majority, Mr. Wilkins, I suppose you are aware that some twenty-two million Americans voted for Dewey and are still paying taxes?

A. Yes.

Q. (By Mr. Nelson): Mr. Wilkins, as I have understood your testimony, you have been a foreman in the Packard plant a long time before the Association organized a chapter there, is that right?

A. Yes.

Q. And you were a general foreman, I believe, at the time the Association organized their foremen there?

A. Yes,

Q. Would you say there have been any changes or improvements just by virtue of the fact of organization alone?

A. Yes.

Mr. Dahling: I object to the question as being irrelevant and immaterial. This is not a case in which we are going into matters of that character. This is a case in

which these people were to have collective bar-

1111 gaining and representation. Furthermore, the question is entirely too general in character and covers too much territory.

Trial Examiner Jaffee: Will you read the last questions and answers, please?

(The last two questions and answers read.)

Mr. Nelson: My next question would be to indicate what benefits were noted?

Trial Examiner Jaffee: It may stay for the time being, subject to a motion to strike.

Q. (By Mr. Nelson): What benefits have you noted from the fact of organization of the foremen alone?

A. Better understanding among foremen.

Q. Do you mean by "benefits" that the men themselves got all the benefits or that there are benefits to the Company and the hourly-rated employees as well! In other words, is it an all 'round benefit or is it a benefit located in just one place?

A. Yes.

Mr. Dabling: Mr. Examiner, I submit the question is entirely too general, whether there were benefits or whether there were all 'round benefits-

Trial Examiner Jaffee: Mr. Nelson, have you finished

questioning on that line?

Mr. Nelson: I have finished that question, yes.

Trial Examiner Jaffee: Have you finished along that

Mr. Nelson: I can ask him to be specific as to what benefits there were to the Company and to the men?

Trial Examiner Jaffee: All right.

Q. (By Mr. Nelson): What benefits to the Company did you note?

A. If there is any kind of trouble develops we can get to the foreman and work with one another in much better harmony than we used to work before.

Q. Now, is that at the expense of the men that are under

you in any way? Does it also benefit the men?

A. Well, I wouldn't say it benefited the men such a whole lot.

Q. Does it harm them in any way!

A. No.

Q. Now, you say you get nigether and work better together; do you mean by that on matters of the Associa-

tion only or matters-

Mr. Donovan: Just a minute, Mr. Examiner, I think at this point and issue of this kind the question should not be leading. I think the witness is having a hard enough time giving us the benefits as it is. I do not think that he should be led and coached.

Mr. Nelson: I will ask the question in a different

1113 form on objection to counsel.

Q. (By Mr. Nelson): What do you mean when your say the foremen worked better together? What kind of Wak!

A. Well, in doing their duties.

Q. In the plant?

A. Yes.

Q. Now, would you say in your experience there that an outright recognition of the foremen as the bargaining agent of supervision at Packard plant would continue and increase these benefits?

A. Yes.

Mr. Nelson: I believe that is all.

Recross-Examination.

Q. (By Mr. Dahling); Mr. Wilkins, the officers of the Union of your Chapter are elected by the members?

A. Yes.

Q. And the Executive Board, of which you are a member, is likewise elected by the members?

A. Yes.

Q. Would these officers and members of the Board also be subject to removal by the members?

A. They could be.

Q. If the FAA was given collective bargaining, would it be your idea that there should be a representative of the

foremen similar to the stewards in the CIO Union?

1114 A. Yes,

Q. Would that representative also be elected to that job?

A. Could be.

Q. Would you think that he should be?

A. Yes.

Q. He, likewise, would be subject to removal by the membership if he was elected by the membership?

A. Could be.

Q. How many of these representatives or stewards of the Union of Foremen would you think would be necessary in the Packard plant?

A. Well, I could only speak for my own division and another division. I do not know how large the other divisions are, but speaking for my own division and another division, I think one man could cover it very nicely.

Q. You mean, one can could cover each division?

A. No, one man for the "S" and "Y" Division, both.

Q. Do you know how many divisions there are in the Packard plant?

A. No, not offhand, I don't.

Q. Would you say there are approximately twenty or twenty-two?

A. I wouldn't even say that; I never checked on it.

1115 Q. You do not know?

· A. No.

Trial Examiner Jaffee: How many foremen, general foremen and assistant foremen are there in the "S" and "Y" Divisions together, approximately?

. The Witness: Roughly saying, I would say there are around fifty or fifty-five. That's a rough guess.

Mr. Dahling: That is all.

Trial Examiner Jaffee: Any further questions of this witness?

Q. (By Mr. Karasick): Mr. Wilkins, I notice that at the right-hand corner of the Company's Exhibit 20, at the bottom, is the word "Approved" and under that word there appears your signature and the signatures of several other persons. In order that the record may be clear on the point, I wonder if you would examine that exhibit, which I now hand you, and tell us who those other persons are, whose signatures appear there at that place?

A. The first one is Mr. Deislinger, the second one is .

miné.

Q. Mr. Deislinger has been identified in the record, his title has been given?

A. Yes, he is the manager.

Q. All right, who is the next?

A. The next is mine, then Mr. Benoit's.

Q. Mr. Benoit is who?

A. He is the superintendent. 1116

Q. Yes?

A. The last two are not very plain. I can't make them out. It looks like Mr. Deislinger again, even down below .Mr. Benoit again.

Q. Is that Mr. Ayers?

A. Oh, yes, that's Mr. Ayers.

Q. Who is Mr. Ayers?

A. Well, Mr. Ayers, I think he is the head of the Planning Department.

Q. You are not sure of the signature immediately above the signature of Mr. Ayers on the document, are you?

A. No, it looks like Mr. Deislinger and I think it is.

Mr. Karasick: No further questions.

Mr. Nelson: I will ask the reporter to mark this document Petitioner's Exhibit No. 40.

(The document above referred to was marked for identi-

fication; as Petitioner's Exhibit No. 40.)

Q. (By Mr. Dahling): Mr. Wilkins, you testified that there were certain benefits and improvements from the foremen associating together. Will you list them for me?

A. didn't hear you.

Mr. Dahling: Would you read the question, please? (Question read.)

The Witness: Well, one outstanding one is to get results. If you want stock or if you want to get something repaired, why, you can get it done in a hurry.

Q. (By Mr. Dahling): In other words, your position is that being a member of the same Union, with the other foremen, the other foremen will get together, will get things out faster for you than if you were not associating with them?

A. There is a feeling in there that we should help one another.

Q. And he should help because of his Union loyalty to you?

A. It brings a neore friendly relation.

Q. And that comes from your just having these meetings together, is that right?

A. I wouldn't say that.

Q. Well, I thought you testified that because of this Association these results occurred?

A. I didn't say that it was because of the meetings, though.

Q. It was not because of the meetings, it was just the feeling that you are members of the same Union organization that brings that about?

A. I would say so.

Q. And that comes from this loyalty to the members of the Association?

1118 A. It is to help the other fellow.

Q. In other words, you would feel because of this, the Association, if you asked another Union member of the Association to do something for you he would be more inclined to do that than if you were not members of this Association?

A. I would think so.

Q. And that would go down the line, wouldn't it, anything you might want him to do he would be more inclined to follow out your request?

Trial Examiner Jaffee: That is much to broad, "any-

thing." That covers anything.

Mr. Dahling: I am just following Mr. Nelson's general question. I will become more specific later.

Mr. Nelson: Neither of us said that.

Trial Examiner Jaffee: You are following it and embellishing it, I should say embroidering.

Mr. Nelson: I stuck to benefits.

Mr. Dahling: Well, is there an objection?

Mr. Nelson: Yes, there is. "Anything" is too broad, I think.

Trial Examiner Jaffee: Objection sustained.

Q. (By Mr. Dahling): Let's get into these benefits, then, Mr. Wilkins. Do you feel that the mere fact of an Association, regardless of meetings, results in certain 1119 benefits?

A. Yes, to help the other fellow.

Q. I believe the only example you gave was if you needed stock in a hurry the other foremen would be more likely to furnish it to you if you were a member of the Union?

A. Or good advice.

Mr. Nelson: He included repairs, too.

Q. (By Mr. Dahling): And also repairs?

A. That is right.

Q. You might expedite the repairs, or rather, he might expedite the repairs for you because you were a member of the Union.

A. Yes.

- Q: What would happen if some of the foremen were not members of your Union and they sought to get the repairs done in a hurry?
 - A. I don't know.
- Q. And that is the way you want to answer that question?
 - A. Yes.
- Q. Now, what other benefits come from this Association without meetings, you have just listed two?

Mr. Nelson: Three. Repairs, stock and advice.

Q. (By Mr. Dahling): Are there any others?

A. Well, there might be others but I wouldn't know just what they are right now.

1120 Mr. Dahling: That is all.

Mr. Karasick: Nothing further,

Mr. Nelson: You may step aside.

Trial Examiner Jaffee: Just a minute.

Q. (By Trial Examiner Jaffee): Mr. Wilkins, can you hire anybody yourself?

A. No.

Q. Can you fire anybody?

A. No.

Mr. Nelson: Does the Examiner include both hourly-rated and supervisory employees?

Trial Examiner Jaffee: By "anybody" I mean anybody.

Is that the way you understood it?

The Witness: That is right.

Q. (By Trial Examiner Jaffee): Do you know whether or not any other general foremen or foremen have participated in the making or suggesting of layouts such as indicated in Company's Exhibit 20, that big blueprint?

A. Mr. Examiner, I might say that an ordinary workman could do the same thing that I done if he wanted to.

Q. Did you also testify—I might be wrong there about this—did you testify that one of the purposes of the plan indicated in the blueprint was to save manpower?

A. That is one of the plans. The big plan was to get

floor space for offices for the engineers.

Q. Did you testify one of the purposes was to save

A. That is right.

Q. And that in turn means, I assume, a smaller number of men would do the same amount of work?

A. It is to save steps and put the men closer together where one man could hand the work to another man without walking any distance.

Q. Where there are more steps then you would need more workmen to put out the same result?

A. Yes.

Q. And that would mean more men?

A. That is right.

Q. And then that would mean allarger quantity of supervision?

A: That is right.

Q. And if the supervision was a member of your Union is it or is it not true that the plan might result in cutting down supervision and, therefore, the members of your Union?

A. It has already done that.

Q. And this plan, this recommendation you say, in connection with the plan, was made about six months ago?

A. Between four and six months ago.

Q. At that time you were a member of the Foreman's Association of America for how long?

A. For about a little over two years.

Q. And you were asked several questions about what your authority and duties were as general foreman and you gave answers at some length. Is it true or is it not that in connection with your authority and duties · and responsibilities as general foreman your acts are. either approved in advance or ratified thereafter by people above you?

A. Yes.

Q. Well, I put it in the alternative, is it or is it not true?

A. It is true.

Q. Above you is who!

A. Mr. Benoit.

Q. What is Mr. Benoit's title?

A. Superintendent.

Q. What is Mr. Deislinger's title?

A. Manager.

- Q. Division manager?
- A. Yes.
- Q. Who is above him?
- A. Mr. Reifel.
- As far as you are concerned, how far do you normally go in your everyday dealings?
 - A. Once in awhile to Mr. Deislinger.
 - Q. That is, you preliminarily go to at least Mr.
- Benoit, is that right?
 - A. Yes.
 - Q. And he in turn goes to Mr. Deislinger and so on up?
 - A. Sometimes the both of us.
 - Q. The both of you what?
 - A. Both Mr. Benoit and myself.
 - Q. Go to Mr. Deislinger?
- A. Yes, we will say, "Let's go in and see the boss."
 Q. Do you feel, Mr. Wilkins, or do you not, that aside from any action your Union might thereafter take by way of a strike vote for instance, that your membership in the FAA should affect your duties and your responsibilities as general foreman to the Packard Motor Car Company?
 - A. Did you say should it affect it?
 - Q. Yes.
 - A. No.
- Q. If another foreman, another general foreman, called you for some help in connection with his job, and the request involved the work of your department as well and if you thought he was right in his request, do you think your duty to the Company requires you to comply with his. request, if you can?
 - A. Yes.
- Q. Should it or should it not make any difference, in your opinion, whether he is or is not a member of the

FAA?

- A. No.
- Q. Why, then, did you testify in response to Mr. Dahling's question that-if I understood his question right-that you did not know whether it would make any difference whether the other man was a member of your Association?

Mr. Nelson: I do not think it was quite his question. It did not include the witness. It was impersonal.

Trial Examiner Jaffee: I will make mine impersonal.

Q. (By Trial Examiner Jaffee) Do you remember testifying in response to Mr. Dahling's question that you did not know whether it would make any difference and you did not know what would happen if the other foreman involved in the picture was not a member of the FAA, do you remember so testifying?

A. Yes, I do.

Q. What did you mean by that?

A. Well, I really don't know.

Q. Do you know now!

A. No, I don't.

Q. Well, I will ask you my question again.

Mr. Nelson: My objection is that it is an impossible situation because there is 100 per cent organization at Packard's.

1125, Trial Examiner Jaffee: Well-

Mr. Nelson: And in the first place, they would have

to select very carefully-

Q. (By Trial Examiner Jaffee): Your testimony doesn't quite go that far. You admit that there were two or three that were not members. In addition to that, the fact that all of them may be members today does not mean they will be tomorrow.

What foreman "X" would do if he was brought in con-

tact with one of these three. He would not know.

Trial Examiner Jaffee: That is one of the reasons I made my question personal. I spoke of the witness own opinion.

Mr. Nelson: He might, of course, indicate what he thought should be done.

Q. (By Trial Examiner Jaffee): Another foreman, another department calls you up for information or help or wants a tool or something repaired or advice about something, do you think he is entitled to it? Now, let's begin with that

A. Yes.

Q. You think that your duty to the Company requires you to give it to him if you can?

A. Yes.

1126 Q. Should it or shouldn't it, in your opinion, make any difference whether he is or is not a member of the FAX?

Mr. Dahling: I think be already testified it would.

Mr. Nelson: No, he did not.

Trial Examiner Jaffee: Answer the question, would it in the any difference, in your opinion?

The Witness: Not from an honest standpoint, no.

• Q. (By Trial Examiner Jaffee): Well, we are assuming this thing has actually come up, what would you do? Would you grant his request?

A. I would certainly do the best I could for the Company, give him the best advice I could for the Company.

Q. Ever if he wasn't a member?

A. Absolutely.

Q. Would you do any less for him or any more or just the same if he was a member?

A. Well, Mr. Examiner, there is a question that comes in there that makes it kind of hard for me to answer in this way, that before we were organized in the years back the men more or less did not have confidence in one another and for that reason you would consider him, whether he was on the up and up or not and just how he performed

with you and what he done in helping you out, but now that seems to be lifted, if you understand what

I mean by that.

Q. Well, of course, if another foreman is not a member of the FAA, apparently there is some confidence he lacks in somebody else. Here is this man not a member of the FAA and he makes this request of you and you think he is right about it, but he is not a member of the FAA, you have already testined, at least at one point, that you would grant that request?

A. I would.

Q. Now I am asking you whether or not you would do any more for him or less or the same if he was a member of the FAA?

A. I would do the same.

Q. Did you understand my question?

A. Yes.

Q. And you think you understand your answer?

A. Yes.

Q. And that is the way you want to leave it?

A. Yes.

Trial Examiner Jaffee: All right. I want to point out in another connection, however, to counsel—it probably belongs more appropriately at the end of the hearing something you might also bear in mind in writing

briefs if you intend to file them. The question of authority, power and responsibility affects, in

my opinion, my personal opinion, not only the things over which a supervise may have authority, that is to say, not only such matters considered horizontally but also the persons involved in the line of authority, that is to say, the power and authority itself considered vertically. I think both the vertical and horizontal enter into it. In other words, in the question of the authority and duty and responsibility and the degree thereof—that such matters in turn affect the entire unit question. Are, there any further questions of the witness?

Mr. Nelson: No further questions.

· Mr. Dahling: Yes, I have some questions.

1129 Q. (By Mr. Dahling) Mr. Wilkins, you stated that you had no authority to hire. Did you mean by that that you could not go out on the street and hire a man and bring him in to work in your department?

A. No, you can't even go in the employment office.

Q. In other words, what you do is requisition the help you need on the forms we discussed?

A. That's right.

Q. And you also stated you have no right to discharge a man?

A. That's right.

Q. If you have a man in your department whom you feel is incompetent and should not be working for you, what do you do?

A. You recommend or suggest it.

Q. You can recommend or suggest the discharge of that man or his removal from your roll, is that right?

A. That's right.

Q. Have you done that?

A. I can't remember when I done anything like that.

Q. You can remember no time when you spersonally have put through such a recommendation?

A. No.

Q. Possibly you might have in the past, though?

A. Might have.

1130 • Q. You would not hesitate to do so if you felt the man should be removed?

A. No, I would not.

Now, in answer to one of the Examiner's questions as to whether or not you had to have various matters approved, I think you stated you did, is that correct?

A. Yes, sir.

Q. But these matters that you have to have approved are originated by you in the first instance, are they not?

A. Some of them.

Q. Well, the matter of discharges of men which might have originated by you as recommendations?

A. Might have.

Q. The matter of getting the necessary tools—that would be originated by you even if it had to be approved by someone else, would it not?

A. Yes.

Q. If you found that the quality of your production was down and not according to specification, you would originate the procedure which would bring about correction of that situation, would you not?

A. Yes, sir.

Q. If you were not getting sufficient quantity of materials, you would be wise originate the recommendation or the procedure to correct that situation?

1131 A. Yes.

Q: On the matter of disciplining a worker, that would originate also with the foreman, is that true?

A. Well, it might start down with the assistant foreman.

Q. Yes, but it would start somewhere in the foremen's

line, the assistant foreman or the general foreman, would it not?

A. That's right.

Q. Is it not true that generally in connection with these duties you have described and your responsibilitie, that you originate these various communications and recommendations, which, in turn, are approved by higher management?

A. That's what you are paid for.

Q. And you think it is your duty to do that?

A. Yes.

Q. At times, your assistant foreman may make recommendations to you, I suppose, is that right?

A. Yes.

Q. You consider those recommendations, do you?

A. Sometimes.

Q. Sometimes you just disregard them?

A. That's right.

Q. And sometimes you feel that they are proper and you earry them further up the line?

1132 A. Yes.

Q. Your assistant foreman, however, if he has an idea, or if he has some action he wants taken, he comes to his foreman first, does he not?

A: Sometimes.

Q. Where does he go the other times?

- A. Oh, he might be talking to the superintendent or the manager either.
- Q. He could recommend directly oup to the superintendent without letting you know anything about it?

A. He could recommend that on a Work-To-Win form.

Q. He would make a suggestion in accordance with your Work-To-Win procedure?

A. That's right.

Q. What is that?

A. That's a form that they have for suggestions.

Q. He writes the suggestion on that form, where does he dispose of the suggestion?

A. He puts it in the mailbox.

Q. There is a box prepared for that, is there?

A. Yes, sir.

Q. Now, let us say your assistant foreman desires, however, to have a man removed from one of these engines because he is incompetent and cannot do the work, what

does he do about that?

1133 A. He generally goes to the foreman.

Q. When you say he generally goes to the foreman, does that cover the situation practically in its entirety?

A. No.

Q. You mean, he could if he wanted to, go to the division manager?

A. He could go to the general foreman:

Q. He could go to the general foreman, but it would be unusual, would it not, for an assistant foreman to take his recommendation up with someone higher up than the general foreman in the first instance, would it not?

A. Yes, I would say it would be.

Q. In other words, you could not run an efficient department if that was done?

A. There's got to be a head over anything in business.

Q. And that head who is over anything has to know what is going on down below, is that true?

A. That's right.

Q. He, in turn, considers the recommendation that comes up and either approves or disapproves it, is that right?

A. That's right.

Q. And that is your position with your assistant foreman and your foreman?

A. Yes.

Q. If you have recommendations to make, you make 1134 them to your superintendent?

A. Yes.

Q. Your superintendent, in turn, is under the supervision of someone else, is he not?

A. Yes.

Q. He would, in going up the chain of managerial authority, take up these matters with the man next above him, is that true?

A, Yes.

Q. He might, of course, have certain, authority that he could exercise without getting approval, I suppose?

A. I don't know.

- Q. As you go up the line, these various people report to the managerial authority above them, is that correct?
 - A. I think so.
 - Q. You have no particular knowledge as to that?
 - A. No.
- Q. You stated, Mr. Wilkins, that one of the benefits of being a member of this Association that came from the fact of the Association solely was that you could get your repair work done faster?
 - A. I said you could probably get better results.
- Q. I believe you testified also that it would improve the situation in getting your stock and your material when you wanted it?

1135 A. Yes.

- Q. That would arise solly because of the fact that you and the other foremen happen to be members of the Foreman's Association?
 - A. I would say a better understanding.
- Q. Well, would that arise because of the better understanding, is that your answer?
 - A. I would say yes. .
- Q. But I believe you stated that this did not arise because of meetings; it was solely because of the fact that you were both members of the Association. Was that not your testimony?
 - A. I think it was.
- Q. You have also testified, however, that if a non-member, if I recall your testimony, of the Association, asked you to do something for him, the fact that he was a non-member would make no difference. Did you so testify?
 - A. I did.
 - Q. How do you reconcile the two answers?
 - A. In fairness to the other man.
- Q. In fairness to the other man, you would give him the same treatment that you would give a member of the Union?
 - A. And I might say also the Company.
 - Q. Let me get that again.
- A. In fairness to the other man and also the Company.

1136 Q. You would even though you were a member of the FAA and you had another foreman who was not a member, the fact that he was not a member of the FAA would not in any way change your attitude toward him in connection with speeding up repairs or seeing that he had stock?

A. No

Mr. Dahling: That is all.

Trial Examiner Jaffee: Are there any further questions of this witness?

Mr. Karasick: No questions,

. Trial Examiner Jaffee: May I ask you, can you demote a man?

The Witness: No, only by classifications.

Trial Examiner Jaffee: What do you mean by that?

The Witness: Well, if a man is on a higher classification, you fill out that form and send it in, provided that the steward and the foreman can agree on it.

Trial Examiner Jaffee: Under what circumstances might

you do that?

The Witness: Well, for instance, if the job is too heavy for the man or he wash't capable of doing the job, as a foreman or general foreman he should call the steward in first and talk about it and make up his mind before the man knows anything about it.

Trial Examiner Jaffee: Do you have to get approval

1137 in a case like that?

The Witness: Oh, yes.

Trial Examiner Jaffee: I do not mean from the stewards, but I mean your superiors?

The Witness: The superintendent has to sign his clearance on the classification change.

Trial Examiner Jaffee: All right, are there any further questions?

Mr. Nelson: No further questions.

Trial Examiner Jaffee: All right, the witness is excused.

(Witness excused.)

Trial Examiner Jaffee: Next witness.

Mr. Nelson: I have had Petitioner's Exhibit 40 marked and I offer it in evidence. It is the Press release of the

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Army and Navy on May 17, 1944, at the time of the settlement of the strike, and I offer it because Mr. Donovan examined on portions of it. I desire the whole release in evidence instead of the mere portions he offered.

Trial Examiner Jaffee: You say press release; what do

you mean, Mr. Nelson?

Mr. Nelson: It is a statement by the General and the Admiral who testified at the National War Labor Board hearing.

Trial Examine Jaffee: I mean, whose Press release!

1138 Mr. Nelson: It is the Army and Navy press release.

Mr. Dahling: Mr. Nelson, I thought when we discussed this matter before that you had in mind to put in the transcript, the testimony which was taken at that hearing.

Mr. Nelson: Well, we discussed both, as a matter of fact, and I did think the Press release would be much the briefer. I have the transcript here, consisting of 31 pages, the whole proceeding on that case before the National War Labor Board, with the single exception of notifying the Board of the action of the National Executive Board calling off the strike and directing the members to go back to work. It seems to me the gist of the matter, as referred to by Mr. Donovan in his cross-examination is, contained in the Army and Navy Press release of May 17, 1944.

Mr. Dahling: What I had in mind was the part of the transcript that was published in the Foreman's Association paper, "The Supervisor." I am looking for my copy of it now.

Mr. Examiner, when we were discussing this matter, I thought that Mr. Nelson was referring to the transcript of the testimony that was taken before the War Labor Board at the time Mr. Keys and his Board were ordered before the Board to show cause why the strike should not be called off. That appears in the pamphlet or magazine called, "The Supervisor" apparently as issued by

1139 the Foreman's Association of America, as an official publication. The volume is Volume 3, Number 5,

of July, 1944.

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Trial Examiner Jaffee: And is Company Exhibit 2, for identification.

Mr. Dahling: It is not my understanding that it was put in in its entirety.

Trial Examiner Jaffee: It was not put in at all; it was

just marked for identification.

Mr. Dahling: I see. The part I have in mind commences on page 15 and it has a large heading, "Drama in the hearing room."

Mr. Nelson: But it was never submitted for examination. May I see how much of the transcript was included in that? I do not remember.

Mr. Dahling: Yes.

Mr. Nelson: The substance of Petitioner's Exhibit 40 is included in this document; I cannot say how much word word, but apparently it is an attempted copy in each case.

Trial Examiner Jaffee: From a quick look at Company Exhibit 2 from this distance, I should say that a lot more than that is included.

Mr. Nelson: A great deal is included, and practically all the transcript is included, which is 31 pages.

Trial Examiner Jaffed In that case, it would seem to me the question would be whether to take Peti1140 fioner's Exhibit 40 or the original transcript.

Mr. Dahling: My point is that the statement, of course, is associated with what went on before and what went on afterwards and for a proper understanding of it, you would have to have that in.

Trial Examiner Jaffee: Which?

Mr. Dahling: That is what went on at the hearing before this statement was made.

Trial Examiner Jaffee: The best evidence of that will be the original transcript.

Mr. Dahling: I have no objection to the original transcript. I assumed this was, because it is in question and answer form,

Trial Examiner Jaffee: You mean, Company's Exhibit Number 2?

Mr. Dahling: Yes, I assumed that was the transcript."

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Trial Examiner Jaffee: Well, of course, it would not be worth spending the time comparing the whole thing here.

Mr. Nelson: Of course, there is an addendum by Mr. Friedin on page 12 in Company's Exhibit 2 covering the subsequent events which is not in Petitioner's Exhibit 40, nor is it in the transcript. I will have the transcript marked Petitioner's Exhibit 41 and have it available, and I am willing that the Examiner should determine which

is the proper exhibit to receive, but I do think 1141 some correlete coverage of the subject should be

· added to the record.

(The document referred to was marked for identification as Petitioner's Exhibit No. 41.)

Trial Examiner Jaffee: Well, I suggest, as there seems to be no question about it, that you put in the entire transcript and that will take care of that part. If you also want to put in Mr. Friedin's addendum, make a separate offer of that.

Mr. Nelson: I would like—if 41 goes in—I would like Mr. Jesse Friedin's addendum on page 19 of Company's Exhibit 2—

Trial Examiner Jaffee: (Interposing) How long is that? Mr. Nelson: Four short paragraphs about one-third of a column.

Trial Examiner Jaffee: In small print &

Mr. Nelson: Fairly readable print.

Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

Mr. Nelson: Precisely what took place is set forth in Petitioner's Exhibit 41.

Trial Examiner Jaffee: May I see that?

Mr. Dahling: Yes.

Trial Examiner Jaffee: As a result of the off-the-1142 record discussion, Petitioner's Exhibit 40 will not be offered, and instead, the original transcript of that hearing before the War Labor Board in Washington will be offered as Petitioner's Exhibit 41 and is received.

(The document heretofore marked Petitioner's Exhibit 41 for identification was received in evidence.)

Trial Examiner Jaffee: In addition, Mr. Nelson indicates that he will not offer the so-called addendum consisting of certain remarks of Mr. Friedin. Petitioner's Exhibit 40 is therefore withdrawn and Petitioner's Exhibit 41 is received.

Mr. Nelson: What about Company's Exhibit 2 as a possibility-

Trial Examiner Jaffee: (Interposing) I understand that Company's Exhibit 2 will be withdrawn or is withdrawn.

Mr. Donovan: I do not believe that it was ever offered. I used certain statements therefrom.

Trial Examiner Jaffee: Then it is withdrawn.

Mr. Nelson: I have copies of Petitioner's Exhibits 34 through 39 inclusive. I will offer the copy to counsel and the original to the Examiner.

Trial Examiner Jaffee: Off the record.

Discussion off the record.)

Trial Examiner Jaffee: On the record.

Mr. Nelson: I am recalling Mr. Keys to the witness stand.

1143 ROBERT H. KEYS,

a witness recalled by and on behalf of the Petitioner, was examined and testified further as follows:

Redirect Examination.

Q. (By Mr. Nelson) Mr. Keys, you have been previously sworn-

Mr. Donovan: (Interposing) Just a minute, please. Pardon me, Mr. Nelson, we want to ask counsel a question about the exhibits. These exhibits 34 to 39 inclusive were once offered and received, as I understand it?

Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

Mr. Nelson: May I continue? Trial Examiner Jaffee: Yes.

Q. (By Mr. Nelson) Mr. Keys, since you testified in this proceeding the other day, I take it you have examined the transcript?

A. Yes, not all of it.

Q. Did you examine that portion relating to your testimony including your testimony as to the levels of forement in the bargaining unit at Ford's?

A. Yes, I examined portions of it.

Q. Do you desire to make a correction in your testimony?

1144 A. Yes, I made an error in describing the levels and I would like to make that correction if I may. I would like to read it right from the contract between the Association and the Ford Motor Company so that it is accurately described.

Trial Examiner Juffee: How long is it?

Mr. Karasick: Mr. Examiner, isn't that contract in evidence?

Trial Examiner Jaffee: Yes. Why not merely refer to that portion of the exhibit that is in evidence?

Mr. Nelson: Where is it?

The Witness: On page 9, it is section 5.

Q. (By Mr. Nelson) And you would rather have that as a statement of the levels of supervision covered rather than your testimony?

As I made an error in describing the levels. It is in

here (indicating).

Trial Examiner Jaffee: It begins with the phrase "For the purpose" and ends with the words "Job foremen."

Mr. Karasick: Mr. Nelson, you mean his testimony with respect to the levels covered regarding the Ford Motor Car Company Plant?

Mr. Nelson: That is right, covered by the contract. Trial Examiner Jaffee: In other words, what you refer to as Section 5 really is the introductory paragraph of Section 5 down to but not including sub-para-

graph (b)?

The Witness: That is correct.

Q. (By Mr. Nelson) On another subject, Mr. Keys, you testified the other day on the attitude of the Association towards-including superintendents in the Association.

A. Yes.

Q. Or to put it the other way, whether the policy of the Association excluded superintendents, do you remember testifying on the subject?

A. Yes, I do.

Q. Do you desire to make some change in that testimony or do you desire to clarify it?

A. I believe I could state it a little more clearly.

Q. I wish you would do it then as briefly as you can.

A. Well, I stated that we did not include in the membership of the Association bona fide superintendents, that is, superintendents in fact, but we were including assistant superintendents and superintendents who were only classified as such and not actual assistant superintendents or superintendents in fact. I do not want my testimony to be construed by anyone that we are closing the door in any manner whatsoever to assistant superintendents or superintendents in the future. Whether we will or will not take any assistant superintendent

in the future will depend upon the Employer.

1146 Trial Examiner Jaffee: Do you admit to membership assistant superintendents at this time?

The Witness: No, we do not, that is, assistant superintendents or superintendents, who are actually bona fide assistant superintendents or superintendents. We have excluded them for bargaining unit purposes. The policy of the Association in the past has been to first determine whether a person or an employee classified as an assistant superintendent or superintendent was truly such and if he was, then we have excluded them.

Trial Examiner Jaffee: Is that from membership as well

as from a unit?

The Witness: From membership as well as from a unit;

Q. (By Mr. Nelson) Mr. Keys, you made a statement of the policy of the Association with respect to unfair labor practices in your previous testimony. Do you desire to make an addition to that?

A. I don't believe I made a statement about the policy of the Association. I made a statement that it was my understanding that the Board would take certain actions under certain conditions. Since making that statement I have investigated and checked with legal counsel and I find that the Board holds an Employer responsible for any action of his supervisory employees that interferes

with the free choice and right of the rank and file employees for a union of their own choice. The policy of the Association, of course, is and we will continue to advise our foremen members not to interfere in any manner with the right of employees to self-organization.

Q. I think some questions were asked for the purpose of disclosing the policy and principles of the Association with respect to the responsibility and duties of the foremen towards the Company or Employer, where that, is affected or may be affected by membership in the Association. Do you have in mind your testimony in that regard?

A. Yes, I recall Mr. Donovan reading a statement and asking medif I approved of it and I answered no. Then the Examiner asked me another statement and the same question and I still answered no. When the Examiner rephrased it and added "within the scope of his job" I agreed with it. I didn't go into detail. We feel that a foreman's primary responsibility, within the scope of his job, is to his Employer, but when it comes to matters pertaining to his own wages, hours and conditions of employment, his primary responsibility is to himself and to his family.

Q. There has been, in the course of this proceeding. Mr. Keys, the history of the strikes participated in the the Association and there has been some discussion of the policies of the Association with respect to strikes. Do you have anything to add to your statement in that re-

spect?

1148 A. Well, I testified as to the number of strikes, their duration and so forth. I do not believe that I stated what I believe the reason to be for the strike.

Q. If you want to, you may do so.

Mr. Dahling: Mr. Examiner, do I understand this question to be the reasons for the strikes? Do you wish the witness to testify, Mr. Nelson, as to his opinion for the reason for the strike?

Mr. Nelson: Yes.

Mr. Dahling: Mr. Examiner, I can see no relevancy in that sort of to imony in this case and I object to it.

Trial Examiner Jaffee: Which strikes are you talking about?

Mr. Nelson: The strikes in which the foremen have participated in as an Association as shown by the record

in this case and the exhibits in this case.

Mr. Donovan: Mr. Trial Examiner, there were a great number of those strikes extending over a considerable period of time. As no doubt the Trial Examiner will remember, the question was gone into rather thoroughly once. I think the Trial Examiner will recall that there was no agreement between the answers made by Mr. Keys and certain evidence in the case as to the causes of some of those strikes. The way the matter is left now, it has already been covered. It is largely a matter of 1149 argument from the record as made. What is eing elicited now is repetitious and an attempt of some

elicited now is repetitious and an attempt of some sort to improve the answers previously given by this witness when these matters of strikes were being discussed. I object to the question because of its repetitious nature and because it has been answered. I do not think it should be allowed in its form. The way it is asked, it is in an improper form. There have been a lot of strikes by foremen in different years and different months of the same year and in lots of different plants that were involved: There were a great many different reasons alleged to have been the causes of those strikes and there is great disagreement about that.

Mr. Nelson: Mr. Donovan, I disagree with your statement in its entirety. For one thing, everybody has carefully avoided the causes of the strikes. I notice that in his cross examination, Mr. Donovan avoided the causes.

Mr. Donovan: I take exception to that.

Mr. Nelson: The causes of the strikes were not stated. As he stated, if he thought it was repetitious, he would permit it. He is afraid of having something in the record added and that is exactly what I propose to do,—

Mr. Donovan: (Interposing) What I am afraid of one of the reasons for the strikes as given, was that the purpose was to get publicity and to get concessions from the War Labor Board—

1150 Mr. Nelson: (Interposing) I heard you say that but not any witness.

Mr. Donovan: You heard me read that from Keys' statement in the "Supervisor" under the article "The Truth

Will Out. He did get that publicity-

Trial Examiner Jaffee: (Interposing) If the witness wants to add something to what he has previously testified to or subtract therefrom, he may do so. I trust he will not multiply, however.

Mr. Karasick: Before the witness answers that question,—that question may lead to a rather prolongation of the record by reason of its form and by reason of the connotation of the word "reason" as being the ultimate or undisputed reason for the strike. In that case, the Employer will then go into the facts to show that that is not the reason and we may prolong this hearing indefinitely.

Trial Examiner Jaffee: I think I made it clear from my past rulings on similar matters that I permitted it solely to show the claim and allegations and positions and

not as evidence of the ultimate facts.

Mr. Karasick: If you will allow me to finish, Mr. Examiner, all I was going to suggest was that the witness could testify as to why the Association went on strike and that would be a statement of the position of the Associa-

not be as objectionable from the standpoint of count

sel for the Company.

Trial Examiner Jaffee: In any event, I am permitting it only on that basis.

Mr. Karasick: On the basis I suggested?

Trial Examiner Jaffee: Yes.

Mr. Karasick: Very well.

Trial Examiner Jaffee: Make it as brief as possible.

Mr. Donovan: May I have the question he is now answering read to me again?

Trial Examiner Jaffee: Read the question.

Mr. Nelson: I will restate the question. Trial Examiner Jaffee: All right

Q. (By Mr. Nelson) What were the reasons for the Association going on strike?

Mr. Donovan: Well, now, this, I take it, refers to any strike any time, any one of numerous strikes the Foreman's Association of America have had.

Mr. Nelson: Witness, confine yourself to the strikes covered by this record and by your testimony in the record.

Mr. Donovan: That is in dispute. He has alleged that some of them were not strikes. He said they were work stoppages and he did not consider the particular event a strike although everyone else did. What does the question mean?

Mr. Nelson: It is because they are in controversy that I offer the question.

The Witness: To have the record clear, I will confine myself to the large series of strikes that took place in the month of May, which was terminated by the appearance of the officers and the board members of the Association before the War Labor Board.

Mr. Donovan: In May, 1944?

The Witness: Yes. Our Association, we believe, has been under constant attack by the Employers since the Maryland Drydock decision. The members of our chapters have repeatedly called upon the officers to permit them to strike to stop the demotions, discharges, transfers and so forth. Because of the war effort, we did not want our members to participate in a strike and we held it down pretty well for a full year. Following the Maryland Drydock decision, the members took it upon themselves to walk out and protest the attack on their organization.

Mr. Nelson: You may cross-examine.

Mr. Donovan: I think we want to defer the cross-examination until after the recess.

Trial Examiner Jaffee: I think I made it clear that the last answer stays in merely to indicate a claim or position and not beyond that.

Mr. Nelson: May I make an announcement, Mr. Examiner?

Trial Examiner Jaffee: Yes.

1153 Mr. Nelson: That is our case. We do not on the main case intend to offer any further testimony or

witnesses, unless something is developed on cross-examination which I do not anticipate now. I make this statement so that counsel will know what to do during the recess.

Trial Examiner Jaffee: Very well. We will recess until two o'clock.

(Thereupon a recess was taken until two o'clock P. M.)

1154

After Recess.

(Whereupon, the hearing was resumed, pursuant to recess, at 2 o'clock P. M.)

Trial Examiner Jaffee: You may proceed.

ROBERT H. KEYS

resumed the witness stand, was examined and testified further as follows:

Recross-Examination.

- Q. (By Mr. Dahling): Mr. Keys, you testified that your primary responsibility, rather the primary responsibility of the foreman within the scope of his job was to the Company?
 - A. That is right.
 - Q. And you believe that?
 - A. I do.
- Q. And you believe also that the primary responsibility as to working conditions, wages and so forth, of the foreman is to himself, the foreman has that responsibility to himself?
 - A. I do.
- Q. Where, Mr. Keys, does the responsibility to the Foreman's Association of America come in, and the loyalty to that Association come in?
 - A. I think I understood your question, where does the loyalty to the Association come in?
- Q. Where does the responsibility of the foreman to the Foreman's Association of America come in?

A. His responsibility to the Association is to pay his dues, go to meetings and be a good member and—

Q. (Interposing): To believe in Unionism and its prin-

ciples?

- A. Yes, I stated that in my testimony earlier.
- Q. And to fight for them?

A. Yes.

Q. Are these responsibilities to the Foreman's Association of America secondary to those other responsibilities that you have testified to?.

A. Yes, to the responsibilities within the scope of his

job to his employer, they are secondary.

Q: Let's take the case of the incompetent assistant foreman again. The general foreman decides that he is incompetent and cannot do his work and for the good of the Company he should be fired.

Trial Examiner Jaffee: Just to keep the record clear, I think those questions were originally asked of the last witness. Perhaps you might ask this witness whether he heard that testimony as answered by the last witness.

The Witness I heard the testimony as to the last

1156 witness, year

Q. (By Me Deeling): Part of the questions asked him related to the situation that I have just described. That is to say, where an assistant foreign is incompetent and the general foreign decides that he should be taken from the roll or fired. Now, we will say that the Foreman's Association of America does not agree with the general foreign and goes out on a strike because the Company follows the recommendations of the general foreign, should the general foreman join in that strike?

A. Do you have reference to an authorized strike by the Association because of those particular circumstances!

Q. I have reference to any strike in which the members of the Association are engaged.

A. If it was an authorized strike by the Association, yes,

he would be expected to participate.

Q. He should go out, regardless of the fact that he is convinced the retention of this incompetent assistant foreman is contrary to the best interests of the Company itself?

A. When you are speaking of hypothetical cases, I can only answer or give you hypothetical answers. I would say he would be expected to join the strike, if such a thing occurred.

Q. And that would apply also to any action which a 1157 general foreman might take which would affect a member of the Foreman's Association if the Union disagreed with what that general foreman did and should strike, the general foreman should, as a member of the Union go out on strike?

A. Well, the words "any action" are very broad, but offhand I would say yes, providing you take into consideration the processes of collective bargaining. In other words, you can't say this might happen without taking into consideration many other things; such as the process of collective bargaining, what the contract provides for in the way of arbitration, and so forth. That all has to be considered before answering those types of questions.

Q. All right, Mr. Keys, say you have a contract providing for collective bargaining, and all that sort of thing, but we will say this assistant foreman is fired because the general foreman has recommended it and believes in it, and the Foreman's Association of America disagreeing with the general foreman, makes an issue of it and calls a strike. Should the general foreman go on strike?

A. I stated in my earlier testimony that he would have no obligation to do so. As a good Union member, he would be expected to do so.

Q. And if he, because he felt the strike was unjustified, should attempt to go by—you do not call it a
picket line—by the foreman, the foremen, rather,
whom you might have stationed at the gate, what would
their duty and obligation be to the Union in their treatment of him?

A. Do you mean whether they would be ordered to stop him or not?

Q. Yes.

A. Yes, if a strike, an authorized strike and picket lines are formed, they are for the purpose of stopping production.

And you would stop this general foreman from entering the plant?

A. In it was an authorized strike, yes.

Q. If he insisted and did enter the plant and work, what would be the next thing the Union would do?

A. You are asking me all hypothetical questions now. We haven't had any such cases. I assume we would take it before the Executive Board and determine whether the man should be suspended or not.

Q. And would you not say in a case of that kind, that he would be suspended from membership in your Union?

A. No, I wouldn't say so.

Q. It is not a serious offense then, for a man to insist upon working when the others of the Union are out on strike?

1159 A. Yes, it is in violation of the Union principles.

Q. Are not Union men disciplined for violation of

Union principles?

A. We have never disciplined any in our Union yet.

Q. Have you ever had the situation I have just described to you arise?

A. No.

Mr. Dahling: Mr. Examiner, I see that Mr. Donovan is here and he is prepared to ask some questions of Mr. Keys, and if I may, I will suspend at this time and let Mr. Donovan go ahead.

Trial Examiner Jaffee: Very well,

On the record.

Mr. Donovan: Mr. Trial Examiner, referring to the question which was asked of Mr. Keys just before the Petitioner closed his case and with reference particularly to the question put to him by Mr. Nelson and objected to by us, as to what were the causes of the foremen's strikes, Mr. Keys being allowed to answer over our objections, that they were due to the demotions, transfers and general bad treatment of foremen; indicating that the reason for the strikes was a lot of grievances of one sort or another of the foremen, we still objected and the Trial Examiner—

if I am correct—now is ruling in this way: He said and I am trying to be accurate and if I am not I wish you would correct me—he said he was allowing

the answers given by Mr. Keys to that question to stand but only as representing a claim made by the Foreman's Association of America as to what they thought the causes of the strike were. Am I substantially correct in that statement?

Trial Examiner Jaffee: That is approximately correct.

Mr. Donovan: Well, in view of that and if Mr. Nelson wishes to insist upon his question and I renew my motion to strike the question and the answer—but if the Examiner feels that he cannot do that—I wish to offer on behalf of the Packard Motor Car Company in this case—to represent the claim made by them as to what the reasons for the strike were and the claim that there were no substantial grievances of any kind of the foremen—in a proceeding in which the Foreman's Association of America was a petitioner before the War Labor Board starting in May of this year and extending until its last session in October 31, 1944; by virtue of a special panel appointed by the National War Labor Board in Washington—there was a panel sent to Detroit to hear and examine into the foremen situation. That followed the strikes that Mr. Keys

testified to. The subsequent appearance of Mr. Keys 1161 before the War Labor Board in Washington and

the calling off of the strikes, among other things, as we claim in that case—resulting for the Foreman's Association of America in the appointment of this rather outstanding panel to make a more thorough investigation into what was wrong with the foremen and what were the causes of the strikes. That case was entitled before the National War Labor Board Region 11 in the Matter of the Murray Corporation of America, Briggs Manufacturing Company, Chrysler Corporation, Republic Steel Corporation, Packard Motor Car Company, Bohn Aluminum & Brass Corporation, the Aeronautical Products Company and the Gar Wood Industries and the Foreman's Association of America, being respectively cases numbered 111-2882-D; 111-4746-D; 111-4747-D; 111-4748-D; 111-5438-D; 111-5798-D. Most of those sessions were held in the courtfoom in which we are now sitting and the hearings extended with some interruptions and interim adjournments from, as I said before, May, 1944 to October 31, 1944,

which I believe was the last and concluding session. The employers' answer to the evidence given by Mr. Keys in that case—did I mention the Packard Motor Car Company, Mr. Dahling?

Mr. Dahling: Yes.

Mr. Donovan: -including the Packard Motor Car Company, Petitioner bere, are reflected in those 1162 proceedings very fully. Every alleged grievance , or wrong the foremen claimed they had were gone into and broken down from the testimony of individual foremen who gave such specific incidents as they could In each of those cases a very caseful and extended and lengthy investigation was made of each, and every single alleged grievance, whether general or whether related to a particular man or employee or foreman. A very thorough exposition of it-I am stating our claim now-that record discloses, together with the exhibits which were numerous and lengthy and which, by the way, not only included matters relevant to the meeting of the claim that Mr. Keys made as causes for the strikes, but covered other matters relevant to this hearing and reflects also the claim of the Packard Motor Car Company, Petitioner here. We desire at this time to have marked and offer in evidence the entire proceedings in the War Labor Board case as to the claim of the Petitioner why the strikes of the foremen occurred. In answer to the testimony admitted as to the claim on the part of the Foremans Association of America in this case and made as are todar at the close of their case by a general statement as to the causes or reasons for the foremen's strike. I would desire also to have marked and received in evidence each of the exhibits of the several companies I have

1163 mentioned, as they were offered and received in that case. If the Examiner feels that this morning's testimony should stand and if he should feel that he could not admit properly—admit the offered exhibits that I have just mentioned, as it properly applies to the kind of evidence that was received from Mr. Keys this morning, we would then have no alternative and would find it necessary with this witness to go through each of the transfers, demotions and so forth, which he has included as

reasons for strikes, and expose the truth of the matter and again reflecting the claim of the Petitioner in this case that the reasons given by Mr. Keys were not the reasons for the strike.

Mr. Nelson: Have you completed your statement, Mr. Donovan?

Mr. Donovan: I think so.

Mr. Nelson; Well, I want to object to the introduction of these twenty-two volumes. The Examiner can see what a pile of testimony it is. It is unnecessary and an encumbrance to the record, and on the ground that the purpose of that proceeding was so entirely different from this proceeding and the whole manner of it was so different, that would be an inappropriate thing to spread on the records of this Board. I am sure the Examiner knows

that the purpose of that panel was purely an investigatory one, it was exploratory, and it had no certification of the bargaining agents as its objective. The cases are so different and the rules applicable are so different that this would be an inappropriate showing, even if the transcript were otherwise admissible.

Trial Examiner Jaffee: How many pages are there in

that other transcript, roughly?

Mr. Donovan: There were twenty-four volumes of the printed transcript of which this is a sample, either twentythree or twenty-four volumes. Volume 21, which I have in my hand, ends with page 4040. I might say, and I should like to have it included in the record in connection with my offer of evidence, that Mr. Keys on cross-examination denied that in the Foreman's hearing before the War Labor Board, which we are now discussing, denied that that record contained any denial by the Foreman's Association of the very voluminous evidence on the active cooperation of the CIO with the Foreman's Association of America, during their strikes in May. If the Examiner will recall, he denied that in the War Labor Board Panel' case he was asked if he did not remember those things, and asked why he did not deny them in the War Labor Board case; and he, and Mr. Nelson also, said it had been denied, although a secondary fact in connection with my



offer is that these transcripts will refute that testimony and will show that there was no such denial in that transcript.

The Examiner will remember I asked about their solicitation of superintendents, about the pandemonium caused in the plant, especially in the Briggs plant, during the foremen's strike, by stewards, the rank and file, committeemen, pounding on the desk, hiding the material, all of which, of course, furthered the foremen's strike. This evidence which we offer also on that reason and for that additional reason, would be a refutation of this testimony and would properly be relevant for that reason, also.

Now, Mr. Nelson in his statement to the Trial Examner—I do not think intentionally—misled the Trial Examiner when he said that Mr. Keys had denied these things
or denied knowledge of the things that were put in the
War Labor Board hearing. But Mr. Xelson was talking about a State Court suit which had nothing to do
with this, in which he filed a pleading testimony only, but
which was never denied by anyone in connection with
the Foreman's Association of America. In a very qualified sense, you might say there was a denial in a pleading of the State Court case of the allegation, but a State
Court bill which had been brought by an individual, not
by the Company, an individual by the name of Elwood
Benton, who was a superintendent, and, by the way,

he was not a falsely qualified superintendent, either:
he was a superintendent who was beat up during
the strikes and taken down to the Union Hall and forced
to sign an application for membership in the Foreman's
Association, with some thirty or forty-four men in the
hall at the time.

Trial Examiner Jaffee: Mr. Donovan, I might shorten this by asking, do you dispute the fact that the Foreman's Association of America and Mr. Kevs have made the claim that they are making, aside from the question whether the claim is valid or not?

Mr. Donovan: It would be folly to answer that no, because we all heard the claim, but I do not think the Examiner's treatment of it would take the sting out of

that portion of the record insofar as the Board is con-

Trial Examiner Jaffee: As I pointed out earlier in the hearing, in connection with an analogous situation, when the presiding official limits the ruling, there is the limitation. I tried to make my ruling as specific as possible and I tried to make the limitation as clear as possible. In order that there may be no possible misunderstanding and for further elaboration on it, let me restate it:

I thought I said then, and I say now, that the evidence came in and was permitted to remain for the

sole purpose of indicating that the Foreman's Association of America struck this past spring with the expressed reason they now give through Mr. Keys. That is the claim they made, the position they took and what they said about it. Now, it is possible, of course, that those reasons are not correct reasons. They may be mistaken reasons, they may be false reasons, they may be reasons which are deliberately false. I am not passing on that question and I have not taken evidence on that point. If you want to show that the reasons that they say they gave were not the reasons they gave, I will permit that. If you want to show what the opposing claims of the companies involved were, I will permit you to do that. But in neither case have I permitted anything as to whether or not the reasons were, in fact, valid or invalid, aside from the question of whether or not they were the reasons given, the claims made and the position taken.

Now, that is one reason why I would deny your present.

Another reason is this: While I will permit you to take from, cull from, take out of the 4000-plus pages of the transcript of that earlier hearing before the Panel of the War Labor Board or out of the innumerable exhibits which I presume came into evidence, such portions thereof as would affect the matter I have just referred

1168 to or would affect any testimony given by the wilnesses, I do not think it would be proper for me

to assume the burden, either personally or for the Board or for any court which may possibly hear the case later, to examine all those pages and all those exhibits to find

whether or not at some particular spot throughout that transcript and throughout those exhibits there may be something affecting the question, or, to use your own words, Mr. Donovan, "covering other matters in this hearing," without specifying what those things are. So your present request is denied for two reasons: First, because of the lighted purpose for which the evidence was received; and, second, because of the fact that it would be improper to ask any fact-finder, or any reviewing court, to examine the mass of material you now suggest offering, without pointing out the particular portions which are applicable to the particular question at issue.

I point out again, if you want to point to any particular portion of that material which would indicate in fact that it was not the claim of the Foreman's Association of America that the strikes were caused for the reason the witnesses have given, or, if you want to point out conversely that the reasons given by the Company were some-

thing different, you may do that. Or, you may point to any other portion of that material to contradict or modify this witness' or any other witness' testimony put forth by the Petitioner.

Mr. Donovan: Well, Mr. Trial Examiner

Trial Examiner Jaffee (Interposing): I may say in response to one of Mr. Nelson's statements that this type of hearing is also, at least to a degree, investigatory and exploratory.

Mr. Nelson: But the other one was purely so.

Mr. Karasick: May I make a statement, Mr. Examiner?

Mr. Donovan: I want to finish my offer of evidence first

Mr. Karasiek: Wait a minute, will you, Mr. Donovan! I want to make a statement at this point so it does not get mixed up with the other offers you may make. Is it all right, Mr. Donovan!

Mr. Donovan: Yes.

stated by the Examiner concerning the evidence offered by the Company and excluded, I would like to state that the elaborate method of procedure suggested by the Company is unnecessary in this case and that a much more simple and feasible method of procedure is possible,

namely, that the witness whose testimony in question has given rise to the proferred evidence of the Company which has just been excluded is due presently on the stand and can be questioned by counsel for the Company with respect to any other reasons than those stated by him in his prior testimony as to the foremen's claim relating to the .. causes of the strike. If after such examination the Company finds that the witness has not given fully the causes which the Company believes have previously been asserted by the Foreman's Association as the reasons for the strike, they can then introduce evidence, either through witnesses of their own as to such additional causes or they can follow the procedure at that point as suggested by the Trial Examiner in elaborating upon the second ground for excluding the evidence so offered. namely, by offering such portions of the transcript of testimony before the War Labor Board as reveal the reason stated by the Foreman's Association of America for the sirikes in which it then engaged.

Trial Examiner Jaffee: I did not attempt to indicate 1171 the procedure I would follow in the event an attempt were made to impeach this or any other witness. That in turn would give rise to subsidiary procedures which I need not pass upon at the moment. There are various ways of impeaching a witness.

Mr. Karasick: Perhaps. I am not concerned whether the witness is impeached or not, I do not care. All I am saying is that if there is more evidence to come in before the Board on this point, that the Company deems material, there is a simpler way of getting at it than the complicated and elaborate process attempted here.

Trial Examiner Jaffee. Your remarks are all right but

a wee bit premature.

Mr. Donovan: My offer included—By the way, I am perfectly willing to strike from 'my offer the descriptive phraseology "other relevant testimony." That would follow as a matter of common sense. I am perfectly willing to exclude that from my offer. I do want to say that I think that Mr. Keys has been allowed to state his claim and I think we should be allowed to state our claim. Our

claim is reflected in the offered evidence. We offer it to show the claim of the Packard Motor Car Company in this case that the strikes of the Foreman's Association of America were purely organizational strikes staged and synchronized to compel the attention of governmental agencies, which they got, and that the so-

called grievances of the foremen, as they were supposedly listed in detail turned out to be, in fact, no grievances at all. I could carry those illustrations on almost indefinitely. .

Trial Examiner Jaffee: It sums up to what you just said! Mr. Donovan; In substance, that is putting it mildly. Trial Examiner Jaffee: I am willing to take that as a

statement of the Company's claim.

Mr. Donoyan: I do not believe, that that removes from the record the effect of the manswered statement of Mr. Keys which he put as his claim as the reason for the strike. If the Employer Petitioner be not allowed to put in what is his claim for the reasons of the strike, which he can only do intelligently and completely by the offer I háve made.

Trial Examiner Jaffee: I do not think so

Mr. Donovan: Then, it doesn't seem to me that we have had a hearing.

Trial Examiner Jaffee: I will permit you to put in evidence a statement sworn or unsworn as to the Company's claim, and only as to its claim, just as I have permitted the FAA to make a statement as to what the FAA claimed. I do not see frankly, why you are so concerned about this.

- Mr. Donovan? Well-

Trial Examiner Jaffeer (Interposing) Except the fact that you seem to think there is some danger that the Board or some court may go beyond the limitations I have expressly stated for the record.

Mr. Donovan: We are unable to measure the effect on the Board or any reviewing agency in Washington upon the examination of the page of this transcript containing Mr. Keys' reasons for the strike of the foremen. 'We feel they should be answered and we feel they are so fallacious and erroneous for the reasons I have stated that the Trial Examiner should receive conclusive and definite evidence.

of fact as claimed by the Petitioner Packard.

Trial Examiner Jaffee: I will permit you to put in counter evidence as to what you think is prejudicial to you. I will not permit it in the form you are now attempting to offer it.

Mr. Donovan: Will the Trial Examiner permit a statement in addition to the statement I have made-a prepared statement of the claim of the Petitioner Packard Company in this case, as a claim, such as you received Mr. Keys' form?

Trial Examiner Jaffee: I cannot answer that in advance. As a general proposition, yes, It would depend upon the language of the claim. It may be worded in such a way as to go beyond the way it is stated now.

Mr. Donovan: Our claim is that there is nothing 1174 wrong with the foremen as such that were causes

for the strikes at all. It wasn't pay for the foremen. They testified that they were making up to seven. thousand dollars a year, some of them. Some of them claim they had too much authority and some claimed that they did not have enough authority. Another claimed the discharged employee at Chrysler was the cause of that strike; when that was exposed it was found that the man was not discharged at all and so on ad infinitum. There is no basis for the claim of Mr. Keys. He just wants to something in the record as to why the foremen are the forgotten men, without being specific, without tying it to anything specific. If we are going to try the issues, we ought to be able to meet them, we ought to be able to meet the claim, Mr. Keys' claim, that the foremen were hadly treated. That is the inference from his testimony and that is the position we feel we are in.

Trial Examiner Jaffee: As I understand your position, then, the Company feels that there is no merit to any of the claimed grievances and that the strikes were purely

oreanizational?

Mr. Donovan: That is right.

Trial Examiner Jaffee: Is that not sufficient for your present purposes!

Mr. Donovan: There again we get into that field

1175 where we feel we are unable to measure the effect
the National Labor Relations Board will accord to
that testimony.

Trial Examiner Jaffee: You asked a moment ago—if I understood you—whether I would permit a statement from the Company as to its claim. Now you think I ought to permit more than that. As far as the claim is concerned, wouldn't that be sufficient?

Mr. Donovan: I thought that I would like to get the Examiner's expression on that. In view of your ruling, I would like with your permission to confer with counsel briefly before we decide whether we have anything to add to this offer of evidence or not. It is an important point and we would like to take a little time.

Trial Examiner Jaffee: I want to ask you further, as I indicated before, you have made a statement in your offer, as you first expressed it, that material in the transcript of the War Labor Board—before the War Labor Board Panel covered other matters relevant to this instant hearing. Is that a fact?

Mr. Donovan: Well, it dealt with other matters, other than the causes of the May strikes. You remember you restricted the witness' answer to the May strikes. After some discussion you did not take in all of the strikes of the foremen. His answer was so confined on the record.

There were other strikes covered in the record:

1176 Trial Examiner Jaffee: I didn't understand that you made that offer.

Mr. Donoyan: That is why I said I would waive that. Trial Examiner Jaffee: Then it does contain other material?

Mr. Donovan: That is right. There is data in there to support our contention as to all the other strikes.

Trial Examiner Jaffee: That emphasizes one of the two-reasons I gave for declining to receive the evidence you proposed to offer, particularly in the form you proposed to offer it:

Mr. Donevan: Before we have a consultation of counsel, Mr. Examiner, let me say our general statement of the

real reasons for the foremen's strikes, we would like to support by definite factual detailed matter so that there will not be any doubt about it in any shape of offered evidence Mr. Keys makes. Mr. Keys makes a statement without specific instances. He makes general statements. May we confer at this time?

Trial Examiner Jaffee: Yes, you may confer.

Mr. Karasick: May we be in recess while counsel is conferring?

Trial Examiner Jaffee: We will take a five minute recess at this time.

(Recess). .

Trial Examiner Jaffee: I should like to inquire, since the five minute recess has turned into thirty minutes, whether counsel is prepared to proceed?

Mr. Donovan: I think we are, Mr. Trial Examiner.

Trial Examiner Jaffee: Very well.

Q. (By Mr. Donovan) Mr. Keys, before getting back to the matter we were discussing before the recess, I want to read you an article from the Detroit News of May 19, 1944, at or around the time of the conclusion of the May strikes in which you are quoted as having said the following:

Mr. Nelson: I believe that is in the record.

Trial Examiner Jaffee: How long is the article?

Mr. Donovan: It is not an article; it is just two sentences.

Q. (By Mr. Donovan) In connection with the tremendous gains made for the Association in the strike, Mr. Keys said today:

"Before the strike we didn't have a voice anyway, but in the last two weeks we gained for the foremen the right to appear before the National Labor Relations Board, the right to protest against discrimiation, the right to certify disputes coming under the War Labor Disputes Act and a contract with the Ford Motor Company."

Were you correctly quoted there?

Trial Examiner Jaffee: Is it the second question you are asking now?

Mr. Donovan: I will withdraw the second question.

The Witness! Yes, those are facts.

Q. (By Mr. Donovan) Then this Reporter was, in general, accurate in this quotation he made of you?

. A. I don't recall having made the statement, but the

quotation is facts.

Q. You do not dispute anything in the quotation?

A. No.

Q. Now, referring to the portion of your publication, I mean by "your" the Foreman's Association of America, the publication "The Supervisor" and the article commencing on page 15 of "The Supervisor"—

Trial Examiner Jaffee: (Interposing) That is the document marked Company's Exhibit 2 for identification

and withdrawn.

Mr. Donovan: I believe it is. Is that the one, Mr.

Dahling!

Mr. Dahling: That is right. I believe you can also find the same thing in Petitioner's Exhibit 41. Is that not correct. Mr. Nelson?

Mr. Nelson: Yes.

Q: (By Mr. Donovan)— what purports to be as the article under the heading "Drama in the hearing room" and starting on page 15, it is there stated that "The

1179 Supervisor" prints the entire transcript of the hearing. You do recall the printing of the transcript of that hearing, do you not, Mr. Keys in the Depart-

ment of Labor hearing room on May 17, 1944?

A. Yes, the transcript that has been introduced in evidence was not reproduced. That was a reproduction of several sheets of paper that were clipped together that I picked up in the War Labor Board Clerk's office.

Q. At any rate, this reports the proceedings which you published in The Supervisor, the statements printed were

taken from that hearing in Washington?

A. That's right.

Q. It includes statements made by Chairman Davis and statements made by yourself, does it not?

A. It does.

Trial Examiner Jaffee: So long as Petitioner's Exhibit 41 is in evidence and appears to be the official transcript, why not use that?

Mr. Donovan: I only have two or three pages from this particular article and I am assuming that Mr. Keys has not changed the transcript and it would be a matter of a little time to locate them in the transcript.

Trial Examiner Jaffee: I know, but Mr. Keys has said that it is not an entire reproduction of that transcript.

Q. (By Mr. Donovan) In such portions as you did copy, Mr. Keys, were they portions of that trans-1180 cript?

A. Not of the official transcript, no. Following the hearing in Washington, one of the clerks of the War Labor Board office provided me with several sheets of paper that were clipped together and I understood that was part of the hearing. I haven't compared those sheets with the transcript.

Mr. Donovan: Well, Mr. Examiner, more than ever, then, I would like to ask Mr. Keys as to statements in The Supervisor, as to whether or not that report is repre-2 sentative of his views, regardless of the transcript.

Trial Examiner Jaffee: Ask your question.

Q. (By Mr. Donovan) On page 16 of The Supervisor, of the issue in question, Mr. Keys, containing this article, "Drama in the hearing room" commencing on page 15, Lauote as follows:

"Mr. Keys: Well, Mr. Chairman, how can we resolve this situation when it is a bargaining right fight, you might say, and you say the Board cannot discuss that?".

Do you recall that as being included in your article? I want to be fair with you, Mr. Keys, you may examine the statement which I have read on page 16. See if you agree that that statement does appear there.

Mr. Donovan: Perhaps you want to examine the statement I have underlined on page 16?

Mr. Nelson: It appears on page 9 of Petitioner's Exlithit 41.

The Witness: Now, your question is "Do I recall making the statement"?

Mr. Donovan: My question is, did you say it and is it true?

The Witness: I said it and it is true.

Mr. Nelson: I suggest that you complete the statement.

Mr. Donovan: Is it true?

The Witness: That I said it? Yes.

Q. (By Mr. Donovan): Is what you said true?

A. That is what I thought was true at the time I made the statement.

Q. Do you still think it is true now as of today?

Trial Examiner Jaffee: What troubles me, isn't the statement in the form of a question?

Mr. Donovan: No, it is in what might be called the form of an interrogation but it is not so here. There is a period here. (Reading.)

"Well, Mr. Chairman, how can we resolve this situation when it is a bargaining right fight, you might say; and you say that the Board cannot discuss that,"

1182 The witness should be required to answer whether or not as of today he considers that statement true that he made then.

Mr. Nelson: It is not a complete statement.

Mr. Donovan: That is a matter for cross-examination.

Mr. Nelson: No, it is not. When you ask a man whether a thing is true or not, and you give him an incomplete statement, you are unfair.

Trial Examiner Jaffee: I think the witness is entitled to see the transcript and then if there is anything he wants to add, he may.

Mr. Nelson: I hand the witness Petitioner's Exhibit 41; located on page 9 is the portion referred to by Mr. Donovan.

Mr. Donovan: You can ask him anything else he said at great length, if you like to, on cross-examination.

Mr. Nelson: I am not going to ask him anything. I want you to ask him a fair and full question.

Mr. Donovan: We will let the Examiner decide whether they are fair or not.

The Witness: I never did get to complete my statement. I continued on with what you read, with the following: "Now, do you want the foreman to come before the Board every time there is a discharge or a dismissal or a demo-

tion-?" At that time I was interrupted by Chair-

man Davis.

Trial Examiner Jaffee: The official transcript shows that after the word "demotion" there are a couple of dashes and then Chairman Davis interposed to say: "Oh, no," and then Mr. Keys is added following a couple more dashes, "or grievances?"

Mr. Donovan: Mr. Keys, with reference to either, transcript that you hold or the excerpts here in the supervisor which now appears to correspond with the transcript, were you engaged in bargaining right fights as of that time, as of that date, May 17, 1944?

The Witness: Our fight has always been for bargaining rights.

Q. (By Mr. Donovan): Is there anything about the question you do not understand? I would like to have the question answered. I would like to have my question read direct to him, please.

Trial Examiner Jaffee: What question. Mr. Donovan: The question I asked.

Trial Examiner Jaffee: Suppose you ask him again.

Mr. Donovan: I am not sure what the question is now. I think we should have the reporter read it back. I would like to have it read.

Trial Examiner Jaffee: The trouble is there are several questions and answers. You say "that question."

I do not know what you are referring to.

Mr. Donovan: I think the reporter does and I would like to ask the exact and same question. I fear I might make an error if I do not make the same statement. I should like to ask the question in the exact same words. May I have the question read?

Trial Examiner Jaffee: Read back the last ten questions? and answers. Mr. Donovan, I cannot see why you do not cooperate with my request. I requested that you restate

your question. I think it is a fair request and a reasonable one, too ..

Mr. Donovan: I am not unfair. I am pressing an answer to a simple direct question. There is nothing that smacks of unfairness in it that I can attach to it that would enable me to get an answer. . .

Trial Examiner Jaffee: I suggest and rule that you ask

the question over again.

Q. (By Mr. Donovan): All right. Mr. Keys, without reference now particularly to the transcript of this hearing which you hold in your hand, or to the excerpts therefrom, from The Supervisor your FAA magazine on page 16thereon which excerpt now appears to correspond with the transcript, will you state whether or not as of May 17. 1944, you were, as you say in this statement, engaged in

a bargaining right fight?

A. I didn't say that we were engaged in a bargaining rights fight. That is where I cannot get together with your question. I was asking a question of the Chairman as to how we can resolve the situation when it is a bargaining right to fight, you might say.

Mr. Donovan: You have the word "to" before the word "fight." That word "to" is not in my copy. Is in the

transcript?

Trial Examiner Jaffee: It does not say. "bargaining right fight." It says "bargaining right to fight."

Mr. Donovan: Then you were not engaged in a bargain-

ing fight at that time?

The Witness: We have always been engaged in a fight for bargaining rights, but we were not on strike at that time because of that.

Q. (By Mr. Donovan): Then, you are still engaged in a fight for bargaining rights?

A. Yes.

Q. And that was the principal reason for your strikes, wasn't it?

A. Coming from the membership, yes, it was. I would say it was not authorized by the Association.

Q. And taking all the time you need to examine the transcript, will you also state whether or not you said at this hearing on that occasion (Reading):

1186 "All we are seeking from the employer is the right to sit down and discuss and through collective bargaining, eliminate our differences."

A. I don't know where it is in this transcript, but I said it.

Q. Did you also say that: "The ultimatum is, yes, but an order to bargain would be very welcome at this time"? Trial Examiner Jaffee: I didn't get that.

Mr. Donovan: "The ultimatum is, yes, but an order to

bargain would be very welcome at this time."

The Witness: Yos, I said that. Mr. Donovan; Now, Mr. Keys-

Trial Examiner Jaffee: Off the record, please.

(Discussion off the record.).

Trial Examiner Jaffee: On the record. You may pro-

Q. (By Mr. Donovan): Mr. Keys, referring to reporter's transcript of your answer of this morning to the question with reference to the reason for the foremen's strike, put to you by Mr. Nelson, your counsel, you answered as follows (Reading):

"Yes. Our Association, we believe, has been under constant attack by the employer since the Maryland Drydock decision. The members of our Chapters 1187 have repeatedly called upon the officers to permit them to stop demotions, discharges, transfers and so forth."

Do you recall making that statement?

A. Yes, I don't believe that is exactly the way I made it, but that is the substance of it, which is correct. I thought I said "permit them to strike."

Mr. Donovan: That is what I read.

The Witness: You said to permit them to stop demotions, discharges and transfers. I said, "The members of our Chapters have repeatedly called upon the officers to permit them to strike to stop demotions, discharges, transfers and so forth. !!

Mr. Donovan: Mr. Nelson, will you have Mr. Keys check as I read it back once more?

Mr. Nelson: Yes.

Mr. Donovan (Reading):

"Our Association, we believe, has been under constant attack by the employer since the Maryland Drydock decision. The members of our Chapters have repeatedly called upon the officers to permit them to strike to stop demotions, discharges, transfers and so Because of the war effort we did not want our members to participate in the strike and we held it down pretty well for a full year following

the Maryland Drydock decision and the members took it upon themselves to walk out and protest the attack on their organization."

Do you recognize that as a correct transcript of the statement you made this morning?

Mr. Nelson: I think the word "employer" should be plural, and that word should be "employers," otherwise it is a true and correct transcript.

Mr. Donovan: I will not object to that correction in the record. I will consent to that change in the record.

Trial Examiner Jaffee: Very well.

Mr. Donovan: Mr. Keys, you recall the companies that were before the War Labor Board Vanel hearing started with the application of the Briggs Manufacturing Company, Chrysler, Packard, Aeronautical Products and Gar Wood Industries, do you not?

A. Yes, I recall that.

Q. They were companies included in the foremen's hearing before the War Labor Board Panel, were they not?

A. That is right.

Q. (By Mr. Donovan) Now, taking these one at a time and starting with the Briggs Manufacturing Company, what demotions were you complaining of?

Trial Examiner Jaffee: What is the purpose of that

question?

Mr. Donovan: Well, he is giving the reasons for strikes as the Employer's demotions, discharges, transfers, and so forth. That is what he says.

Trial Examiner Laffee: I know, but I am asking you

what is the purpose of the question?

Mr. Donovan: We want to find out how good these reasons for these strikes were. What were their motives.

Mr. Nelson: I will object to it.

Trial Examiner Jaffee: Objection sustained.

Mr. Donovan: I am unable to understand the Examiner precluding us from exploring the reasons given by this witness for the strikes.

Trial Examiner Jaffee: Do you say they did not make

that claim, then?

Mr. Donovan: That who did not make the claim? Trial Examiner Jaffee: The Foreman's Association.

Mr. Donovan: Well, have I noten right to show whether they did or not? I want this witness' testimony to show what demotions, what transfers, what discharges they are complaining of and then I propose to show, by refer-

1190 ence to the transcript of the testimony in each case

what the witnesses said and what the Companies' replies to those particular demotions, transfers, discharges were, and so expose the fallacious claim of demotions, discharges and transfers as being the reasons for the strikes, and my offer includes the evidence from that transcript in each case, if Hr. Keys does not give us the correct list to expose the fact that there was no merit to any of them as the cause of the strikes.

Trial Examiner Jaffee: The objection is sustained.

Mr. Donovan: Are we precluded from exploring the answers of the witness as to the demotions, transfers and discharges on the part of the Employer without asking what demotions, promotions, transfers, and so forth, he means, what they were, who they were and when they took place !.

Trial Examiner Jaffee: Mr. Donovan, I think it would he rather fruitless for me to keep repeating my reasons for my rulings. However, I will say it once more. If you care to show that those were not, in fact, the reasons asserted by the Forem n's Association at or about the time of those strikes, you may do so. If you want to go into the merits

beyond that, you may not do so.

Mr. Donovan: Our offer of evidence at this time includes our wish to ask this witness what demotions, discharges

and transfers he means when he used the language demotions, promotions, discharges and transfers by the Employers as the reasons for the strike. We want to find out what demotions, promotions, transfers, and so forth he means, and we wish to expose those demotions, promotions, discharges, and transfers one by one, by the testimony in this case, as being incorrect.

Trial Examiner Jaffee: In other words, you are now inquiring into the merits of the individual demotions,

transfers, and so forth?

Mr. Donovan: Yes, sir, we want to show that the reasons assigned by Mr. Keys as the reasons for the strikes have no basis in fact, and I think we are entitled to so show.

Mr. Nelson: I will object to that.

Trial Examiner Jaffee: Same ruling.

Mr. Dabling: May I suggest, Mr. Examiner, that to establish the reason for the strikes, of course, would be perfectly pertinent and to show these reasons did not exist and there are other reasons which are pertinent. If these are not the reasons, then there must be other reasons. You are precluding us from going into that phase of the case, although you are permitting the record to stand with the testimony of Mr. Keys accusing these companies of attacking his organization by bringing about and causing

promotions and transfers presumably on the basis of these people having been Union men, or breaking up the Union for that purpose. The record, as it stands today, through Mr. Keys' testimony, is to that effect. We want to show those are not the reasons; that

there are other reasons.

Trial Examiner Jaffee: Within the limitation indicated by the Examiner, the record only shows that the Foreman's Association makes certain claims. I have already indicated that you may show, among other things, that these were not, in fact, the claims of the Foreman's Association and also that the claims of the Company, or companies involved, were entirely different or contrary.

Mr. Donovan: We desire to show through this witness when he specifies what demotions; transfers and discharges, he means, that they have no basis in fact and we offer to prove that, and so leave exposed the blame or the reason

for the strike was purely one of organization, organizational strikes staged and executed solely for the purpose of organizing this Union.

Mr. Nelson: To each and all offers, I object.

Trial Examiner Jaffee: I see no object in prolonging the discussion further. I have already indicated the reason for the ruling. The extent to which I will permit testimony or not permit testimony, has been indicated. You have already indicated on the record, I think, that you do not dispute

the fact that the Foreman's Association did, in fact, make the claims they now assert, although you dis-

pute the validity of the claims. You have also indicated on the record that you now propose to go into the merits of each one of those reasons, not disputing, however, that those were the reasons given. I have indicated the extent to which you may go into that matter and the extent to which you may go in impeaching the witness. I think I need go no further.

Mr. Donovan: I take it we have an exception to the Examiner's ruling!

Trial Examiner Jaffee: That is right.

Mr. Donovan: We may or may not have further examination of Mr. Keys. I could let the Examiner know if the Examiner will bear with me a moment.

Trial Examiner Jaffee: Very well,

Mr. Dahling: If I may be permitted, Mr. Examiner, I would like to make a short offer of proof on behalf of the Packard Company, so there is no question in this record as to what we have in mind in insisting that we go into this testimony.

Certain reasons were given for the strike. The witness could have testified that they had complaints and, therefore, they struck. That would have satisfed the record, as far as the complaint existing; he could have testified he

had complaints. He did not stop with his testimony there, but he deliberately went ahead, and, threw into this record what those particular complaints were. Now, you have ruled, Mr. Examiner, that that was proper testimony, although you say you will limit it to have the same effect as though he had only said, "We had complaints and therefore, we struck." Now, we are not

protected, as far as I see it, by that particular ruling. I would like to offer also testimony that we do not know that those were all good reasons, that he had for striking, or were the reasons that they had for striking. There were other things, other complaints discussed at that hearing that had no merit. Now, if the whole picture would disclose that these people have no reason for striking, why, then, of course, that goes to impeach the witness, the testimony of this particular witness as to having any complaint at all, which we are, I believe, entitled to show.

I would like to make an offer of proof with respect to each and every one of the complaints, or, rather, the socalled grievances which they produced against the Packard Company at the time of this hearing, and my offer would include the answer to each and every one of those complaints, disclosing that there was no substance to any of them, no spbstance at all.

Now, I am not going to fill up the record with things that the Examiner does not feel should be in, but I 1195 want to make that offer at this time as to Packard, and I want to also make the same offer with respect to each one of the companies, because he has used the term "employers"—not "employer" and I presume be means

"employers"—not "employer" and I presume he means by that all of the Companies in which Mr. Keys' organization, the Foreman's Association of America, has chapters. Mr. Nelson: Of course—are you through, Mr. Dahling!

Mr. Dahling: No, I am waiting now for the Examiner's ruling on this offer of proof.

Mr. Nelson: To each and every part of the offer, I object. Trial Examiner Jaffee: You prefaced the offer of proof, Mr. Dabling, with certain argumentative material, which is strictly not an offer of proof. In that connection, you made certain observations, as to what you thought my ruling was. I think you have, in part, mistaken it. I have not said, nor did I intend to say anything that could be construed as meaning that the ruling was to the effect that the witnesses testified to the fact that the foremen had certain complaints. Among other things, I should like to point out to you that the testimony, in effect, is not that the foremen had certain complaints, but that the foremen made certain complaints of such and such a nature.

Now, with the limitation I have indicated, it may well be true that those complaints may be valid; they may be invalid, they may be mistaken, they may be false. You may show that they in fact did not take that position; that they did not in fact make-not havebut make those complaints. And you may further show that the Company took the position at that time, and takes the position now, and/or asserted that the real reasons were something else. You may also, if you desire, attempt to impeach or discredit this witness in any appropriate way. But the offer of proof you have now made, particularly in view of the content thereof, the form thereof and the breadth thereof, I think, is not proper, and it is

Mr. Dahling: You stated, in view of the form: I would, therefore, feel that I should make the offer of proof in another form, Mr. Enaminer.

Trial Examiner Jaffee: I think the word was not a good one. I was thinking of the word "form" in the sense of

Mr. Dahling: If your ruling goes to the substance of the offer, the offer being to show that as far as these companies were concerned there was no substance to any of these complaints; and I might add another reason-of course, we have the right to attack the credibility of this witness, certainly, or or that there was no substance to the claims made for the strikes.

1197 Trial Examiner Jaffee: I point out to you that Mr.

Donovan stated that the Foreman's Association of America did take the same position at or about the time of the strikes.

Mr. Dahling: Yes, but there was no substance to the claim, and our offer of proof goes to the credibility of the witness' testimony as to whether anything really existed that was wrong and should be examined.

Trial Examiner Jaffee: Does it affect the credibility that they made such a claim?

Mr. Dahling: If a person makes a claim that is ridiculous, that is absurd, I think it has a bearing on anything that person testifies to.

Trial Examiner Jaffee: What other portions of the witness' testimony do you want to impeach?

Mr. Dahling: Of course, he has made other statements—I do not have the transcript in front of me and I do not believe it is necessary to disclose that at the present time, not having it before me for that purpose now.

Trial Examiner Jaffee: If you will point out to me what portions of the testiniony you want to impeach this witness

on, I will consider it.

Mr. Dahling: I did not suggest impeaching; I suggested as to the testimony generally of the witness; that there is no substance to the claim.

1198 Trial Examiner Jaffee: I can see an additional reason why that should not be permitted here; namely, the fact that you are attempting to impeach him with something which I think is a side issue in this case and which will involve a confusion of issues, which also involves the principle of the time it would take to receive such evidence, of which I made mention once or twice earlier.

Mr. Karasick: Mr. Examiner, I think there might be a possibility of having the parties agree upon the Company's record. Mr. Nelson has just suggested to me he might be willing to agree in part on the Company's position and so stipulate on the record. If we could have a few minutes discussion off the record, I think we could save considerable time.

Trial Examiner Jaffee: We have been off the record this

afternoon for three-quarters of an hour.

Mr. Nelson: Well, I will be glad to state if what the Company wants is to have its position on the record, I would stipulate that the Company in the proceedings before the National War Labor Board took the position that what the Association wanted was recognition and collective bargaining and not grievance machinery. That is the position the companies took. They may state it their own way, but in substance, that is what it was. If they

want that on the record, I will stipulate that they 1199 took that position throughout the proceedings.

Mr. Dahling: I believe our position is very clear on the record and the Examiner has ruled on it. I assume we have an automatic exception to it.

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Trial Examiner Jaffee: Yes, of course. Is there anything further of this witness?

Mr. Donovan: We have no further questions. Trial Examiner Jaffee: The witness is excused.

(Witness excused.)

Mr. Donovan: Mr. Trial Examiner, I wish to have it appear clear on the record that in the admission or concession, as the Trial Examiner has called it, of the fact that Mr. Keys made this statement, I want it clearly understood that all I am conceding or admitting is what everybody heard Mr. Keys say was the case. In other words, I am conceding that he has stated his claim for the strike, which is nothing more than an unsupported claim. As the record stands now, the witness has given reasons nnsupported by any evidence whatsoever for the strikes of the foremen.

Trial Examiner Jaffee: I understood those claims were

made earlier, as well, is that right?

Mr. Donovan: The question was addressed to him generally. I took it he was speaking as of the present time and any time it would have been true, at any time.

Trial Examiner Jaffee: I think you said specifically that that is and has been the claim of the Foreman's

Association of America.

Mr. Donovan: All I intended to concede was that Mr. Keys gave his reasons, which I clearly say are nothing more than unsupported statements. We all heard that, but

it was an unsupported statement.

Trial Examiner Jaffee: I think you are mistaken in part about what you said, but in order to remove any doubt, I see Mr. Keys is still in the courtroom. Let me ask Mr. Keys: Mr. Keys, were the claims you have nowmade on this witness stand, in this hearing, the claims the Foreman's Association of America made or took at the Panel hearings before the War Labor Board?

Mr. Keys: Identically the same. Trial Examiner Jaffee: All riest.

Mr. Nelson: There is nothing further for the Petitioner.

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Trial Examiner Jaffee: I understand the Petitioner rests.

Mr. Donovan: Just offe second, Mr. Nelson.

Mr. Nelson: Well, I have said we rested, so let us get somewhere if we can. I think Mr. Iserman should sit at the counsel table. I have no objection to him counselling

at all, but I think it should appear he is counselling'.

1201 the Company's counsel,

Trial Examiner Jaffee: I see nothing wrong with counsel counselling them. I probably would do the same thing myself, as an attorney.

Mr. Iserman: Counsel does not happen to have been counsel for all the companies in that War Labor Board case; he does not know all the facts involved in that case.

Trial Examiner Jaffee: I see nothing wrong in it. I

should expect that.

Mr. Nelson: As I say, I have no objection to this illustrious array in the jury box aiding the Respondent in this case.

Mr. Iserman: I containly like to be called an "array";

I am the only lawyer here, I think.

Mr. Donovan: Does counsel include the Press, who are also in the jury box?

Mr. Nelson: Some of them, yes.

Mr. Dahling: Mr. Examines, I wonder if I could have Mr. Keys' answer to that last question you put to him? I am rather disturbed about that.

Frial Examiner Jaffee: Will you please read the ques-

fon and answer back?

(Question and answer read.)

Mr. Donovan: What would be the point in that, Mr.

Trial Examinur, in view of the Petitioner's counsel-1202 offering to disprove the claim—the Company's counsel, rather, offering to disprove the claim,

whether he made it as of now, formerly, or when? Our offer of proof was to refute the claim, to show it was base less.

Trial Examiner Jaffee: I assumed that by using the phrase "refute the claim", you intended it as being equivalent to showing it as baseless. For that reason, the

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ruling is still the same. In other words, I have made my ruling several times. I think it is fairly clear.

Mr. Dahling: Mr. Examiner, now that the Petitioner has

rested, I wish to make the following motion:

The Company moves that the petition of the Foreman's Association of America filed in this proceeding be dismissed for the following Teasons:

One: The assistant foremen, foremen, general foremen, and special assignment men in the Packard Motor Car Company, that being the categories named in the petition, are not employees under the National Labor Relations Act.

Second: The assistant foremen, foremen, general foremen and special assignment men of the Packard Motor Car Company do not comprise an appropriate unit under the National Labor Relations Act.

Third: Collective bargaining by a unit composed of the assistant foremen, foremen, general foremen, and special assignment men of the Packard Moor Car Company would not effectuate the purposes of the National Labor Relations Act or the policies of the Act.

Mr. Donovan: I would like to add to that, "or to the policies of other and equally important acts of Congress and public policy generally and the national welfare."

Trial Examiner Jaffee: Does that complete the motion?

Mr. Dahling: That completes the motion.

Trial Examiner Jaffee: Of course, I cannot concede, to begin with, that number four is any different from number three. I would assume that a proper interpretation of the purposes and policies of the Act include a proper regard for other—to use Mr. Donovan's phrase—other and equally important policies and acts of Congress—and perhaps more especially, the national welfare. However, as you gentlemen are doubtless aware, the Trial Examiner has no power to pass on a motion to dismiss the petition in these representation cases. He can only refer the matter to the Goard for ruling, which, of course, means that for the purpose of determining how to proceed, I suppose you have to consider that so far as this Examiner is concerned.

you have not made a motion at all or perhaps that it has been overruled temporarily. At any rate, I am referring it to the Board for ruling. I suggest that you proceed with whatever you desire to proceed with.

Mr. Dahling: We appreciate, Mr. Examiner, that you 1204 have not the authority to rule, but we do wish the motion to appear on the record, at the close of the petitioner's case, so that there will not be any misunderstanding that that is the position we will take.

Trial Examiner Jaffee: Yes, I-understand, Mr. Dahling: I will call Mr. Depison.

ALSON G. DENISON,

a witness called by and on behalf of the Company, being first duly sworn, was examined and testified as follows:

Direct Examination.

- Q. (By Mr. Dahling) What is your full name, Mr. Denison?
 - A. Alson G. Denison.
 - Q. Where are you employed?
 - A. The Packard Motor Car Company.
- Q. How long have you been employed by the Packard Motor Car Company?
 - A. Approximately 17 years.
 - Q. What is your present position with that Company?
- A. Personnel manager and assistant secretary and assistant treasurer.
- Q. How long have you held the position of assistant secretary and assistant treasurer?
 - A. About five years.
 - Q. And how long have you been personnel manager?

 A. Two and a half years.
- 1205 Trial Examiner Jaffee: Are the assistant secretary and assistant treasurer two different jobs?

The Witness: It is one, title but there is an "and" in there, they are not attached.

Q. (By Mr. Dahling) When was the Packard Motor Car Company organized, if you know?

A. It was organized in Michigan in 1903. Packard cars were built in Ohio and then it was moved to The first Michigan in 4903 and incorporated in Michigan in 1903.

Q. Where is the Packard Plant located at the present

time?

A. The main plant is located here in Detroit at 1580 East Grand Boulevard.

Q. You also have a plant at some other location?

A. At the present time we have a plant in Toledo, Ohio.

Q. Is that plant owned by the Packard Company?

A. No, the plant is owned by the Defense Plant Corporation.

Q. And you are running the plant for the Defense Plant Corporation?

A. That is right.

Trial Examiner Jaffee: By the way, Mr. Nelson, I meant to ask you this before. What plants are you seeking in this petition?

Mr. Dahling: That is why I am bringing this out. I

wanted to ask the same question.

Trial Examiner Jaffee: I have a note here to ask 1206

Mr. Nelson, but frankly, I forgot it.

The Witness: May I interject? Mr. Dahling's question is addressed to the matter of plants. We have other operations-if you are thinking whether or not these other operations have foremen in there that may be covered by the petition—we want that clarified too.

Mr. Dahling: I am bringing in the fact that there is a Toledo Plant and I would like to know if that is supposed

to be covered by their petition.

Mr. / Nelson: The Toledo Plant of the Packard Motor Car Company is organized as Chapter 90 of the Foreman's Association of America. It is a separate chapter. petition is filed and prosecuted only on behalf of Chapter o, that is the Detroit plant.

. Trial Examiner Jaffee: You are then asking only for a

unit in the Detroit plant by that petition?

Mr. Nelson: In the Detroit plant by this petition, yes.

Q. (By Mr. Dahling) Mr. Denison, does the Packard Motor Car Company also have subsidiaries?

A. Yes.

Q. What are they?

A. Primarily, sales and service subsidiaries.

Q. And are they located—have you one located in Detroit.

1207 A. We have what is known as a Detroit Branch in Detroit for the purposes of sales and services. It is incorporated and attached to the main factory and it is considered as part of the main factory organization.

Trial Examiner Jaffee: I would assume-

The Witness: (Interposing) There are subsidiaries elsewhere in the country.

Trial Examiner Jaffee: I would assume you are seeking the unit in the Detroit plant and only in the production end of it.

Mr. Nelson: I believe that is right because the sales end of it is not very active at this time. That is as far as we go. We have not claimed there are any foremen in the service department as connected with the sales department. Those are not at the Detroit plant and we claim no jurisdiction over them by the present petition.

Trial Examiner Jaffee: I said "production", I believe I should have said maintenance as well.

Mr. Nelson: They did some repairs at the plant too, at the Packard Plant, that is, they did in normal operations at the plant, that we claim jurisdiction over. Outside the plant, we do not.

Trial Examiner Jaffee: How long-

Mr. Nelson: (Interposing) The service station is down here on Jefferson?

1208 The Witness: There are three of them, two on Jefferson and one on Woodward.

Mr. Nelson: And those service departments are departments we have claimed no jurisdiction over.

Trial Examiner Jaffee: Then the plant you claim a unit in, is located by itself at one place and consists of several buildings?

Mr. Nelson: I believe that is a fact, isn't that true?

Mr. Dahling: I will bring that out. It is quite all right, Mr. Xelson, I intended to do it.

Mr. Nelson. To answer the Examiner's question, these three service stations, we do not claim jurisdiction over.

Mr. Dahling: I wanted to clear the two points up first, as to the Toledo subsidiaries

Trial Examiner Jaffee: (Interposing) Evidently I am

getting ahead of myself.

Q. (By Mr. Dahling) Now, the Detroit Plant, I suppose—and I am using that to cover the entire operation in all of the buildings—does consist of a number of different buildings, does it not?

A. Yes, however, I may be slightly confused by the question in this respect: There is one main plant in one fairly narrow area and there are two other factories in

operation in Detroit in other plants located within a mile or two of the main plant. Within the main plant there are a number of buildings. Does that

answer you completely?

Q. Yes. Approximately how many buildings do you have? Have you any record on that? If you haven't, about what is the square footage of the building in the plant on East Grand Boulevard? That is the main plant, is it not?

A. Yes.

Q. About how many square feet do you have in that main plant layout there?

A. We have approximately four and one-half million square feet in the main plant on East Grand Boule and.

Q. Then you have, you say, two other operations away from the main plant on East Grand Boulevard?

A. Yes.

Q. Where are they located?

A. One is located on Hernan and the other is located at the old Hupp Plant on Milwaukee Avenue, I believe.

Mr. Nelson: Near Harper?

.The Witness: Yes, near Mt. Elliott, really.

Mr. Dahling: Do I understand you to cover these three

locations in your petition or not?

Mr. Nelson: Will you permit me to ask the witness one question now by way of illustrating my answer? I am not trying to cross examine him at all and I believe he will understand that.

1210 Mr. Dahling: Yes, certainly.

Mr. Nelson: Mr. Denison, is the Hupp Plant and the former Bundy Tubing Plant—the Bundy and the Hupp Plants, we will speak of now—you have taken them under your jurisdiction in the last 30 or 60 days, haven't you.

The Witness: Maybe a little allead of that, but not

much.

Mr. Nelson: Will ou fix the time? I may be misinformed on the exact time. Let us say 90 days, would that cover the active operation?

The Witness: Let's say within the last six wonths.

Mr. Nelson: And you are gradually transferring your operations to those buildings to occupy them?

The Witness: That is right.

Mr. Nelson: Together with such personnel as are needed there as you develop the places?

The Witness: Yes, although there are some cases of men being hired directly for those plants. You said, "transfer" and that is not quite one hundred percent true.

Mr. Nelson: Some transferred and some original help?

The Witness: Yes, mostly transferred.

Mr. Nelson: I am required because of the newness of this policy proposition and these transfers; to take the motion on my feet. I answered the question for the Ex-

aminer and counsel for the Company by stating that we claim the two plants as part of the bargaining appropriate unit with the main plant. They are not far away and they will be operated essentially as one when they get them going together. We claim them in this petition and claim the benefit of this petition for the supervisory force in the Bundy and former Hupp Plants.

Trial Examiner Jaffee: In that event, we will need a little more evidence on the relationship between the Bundy and the Hupp Plants and the main plant on East Grand Boulevard.

Mr. Nelson: There doubtless will be. I did not want to interrupt counsel for that purpose. I just merely indicated our position. He will now be able to examine his witness with the information I have given the Examiner and counsel, in mind.

Q. (By Mr. Dahling) Mr. Denison, how large is this Bundy Tubing plant you have taken over, approximately? A. Around 100,000 square feet.

Q. Is that being operated at the present time?

A. There are a few operations in there, but not many as vet

Q. It is expected, however, that the operations will develop in that plant?

A. Oh, yes.

Q. And now this other plant you spoke about that 1212 was about a mile and a half away?

A. That is the former Bundy Tubing Plant.

Q. There was another.

A. The Hupp Plant on Milwaukee near Mt. Elliott.

Q. That is in the process of development now?

A. No, there are operations in there now, it is nearly complete.

Q. It is nearly complete, you say?

A. The transfer of operations is nearly complete.

Q. How large a plant is that?

A. That has about 80,000 square feet.

Q. And it is intended that these two plants will be operated as a permanent part of the organization? Can you answer that

A. That is a difficult question to answer. We have purchased the Bundy Tubing Plant owned by the Packard Motor Car Company. In the case of the Hurp Plant, I think the space is leased, I am not quite sure of that.

Q. Of course, you are going through uncertain times at the present time and you could not say now definitely whether this is a permanent change or not?

A. No.

.Q. That would all depend, of course, on the course of the war and the course of business, I assume?

A. True.

Trial Examiner Jaffee: Could you give us any estimate at all about how many employees you expect. to be employed at these plants, roughly?

The Witness: At the Hupp plant I think it will run in the range of about 600 and at the Bundy Tubing Plant I believe it will be over one thousand.

Trial Examiner Jaffee: And you have at those plants general foremen, foremen, assistant foremen and special assignment man?

The Witness: I am quite sure there will be foremen in all three categories, but I do not believe there will be a special assignment man, for example, at the Hupp Plant with only 600 men, but that is something that I am not sure about either.

Trial Examiner Jaffee: Approximately in round figures, about how many of these foremen—using the broad term—would you expect that there would be in the case with the case of the 600 men and in the other case with the one thousand or so?

Mr. Dahling: Doesn't that depend a lot on what operations you put in finally?

The Witness: I am at a loss to hazard a guess. It would merely be a guess on my part.

Trial Examiner Jaffee: Your guess would be better than mine. Do the best you can.

1214 The Witness: Just taking the ratio, let us say, of something around the 40 men per foreman, you come out with an answer approximately right. It depends more on the operation. In some places there are fewer foremen and in others there are more.

Trial Examiner Jaffee: About forty would be about the average, more or less?

The Witness: I believe that would be about right.

Mr. Nelson: I wonder, while we are at it, if we might have the witness' figures on the number of men employed at the main plant.

Mr. Dahling: I was going to develop that.

Mr. Nelson: Excuse me, I did not mean to interrupt. .

Trial Examiner Jaffee: I believe we have the information on that in Board's Exhibit 21.

Mr. Dahling: Yes, sir, I believe there is some there.

Q. (By Mr. Dahling) Mr. Denison, what was the peacetime business of the Packard Motor Car Company?

A. The production and sale of passenger cars primarily.

Q. Did you manufacture any other type of automobile such as a truck?

A. Not for some years.

Q. Did you at one time?

A. Yes, during the last war and after the last war. I believe until around 1921 or 1922—I think the truck business ended there.

Q. And the Company has engaged in the business of manufacturing automobiles from its inception, except for the war period of the first world war, I take it?

A. Except for what?

Q. For the period of the first world war.

A. That is right.

A. And this war?

A. That is right. Q. What did the Company manufacture during the last world war I? .

A. Liberty engines for aircraft, primarily. There were some airplanes made too but I do not think many were produced before the war ended.

Q. When did Packard go into the small car business as

such, approximately! Can you give by the date!

A. If by "small car" you mean the introduction of the Packard 120, that began about 1935.

Q. I hope I haven't insulted the Packard Company by calling it a small car. That is what I had in mind, the Packard 120 and that was about 1925?

A. No, 1935.

Trial Examiner Jaffee: You know what they say, ask the man who owns one.

Q. (By Mr. Dahling) Prior to that time, what type 1216 of car did Packard build? How would you describe the Packard?

A. Well, generally it is referred to as a big car. You understand, when we introduced the smaller car, we still made the bigger car.

Q. Prior to 1935 your factory was engaged largely in making what you call the bigger and higher priced car?

A. That is right.

Q. And of course, the operations in manufacturingthe operations were somewhat different in making such a car than in making these smaller cars, we will call them.

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A. The quality was much greater and the production was much slower on the big car.

Q. What is the present business of the Company?

A.: The manufacture of Rolls Royce aircraft engines and marine engines for the United States Navy.

Q. In what types of airplanes are these Rolls Royce

engines used?

A. In the Curtis P-40, the North American P-51, known as the Mustang, in the British Lancaster, four-engine bomber, in the British and Canadian DeHaviland Mosquito, a two-engine bomber, and in the British Hurricane.

Q. Are those manufactured under a contract with the United States Government or with the British Govern-

ment?

A. At the present time they are manufactured under contract with the United States Government entirely.

1217 Q. At one time you had a joint contract with the British and American Governments?

A. Yes, the contract called for producing a certain number for Great Britain and a certain number for the United States Army Air Force.

Q. You say that you manufacture a marine engine. That

engine is for use in a boat or a ship?

A. In the PT boat, so-called, the Mosquito Fleet Boat. They are also installed in an Army Air Corps rescue boat, a crash boat. However, the greatest number of them go into the PT boats.

Q. And you furnish some of those for other countries?

A. Yes, practically every country in the Allied forces, have these PT boat engines, England and Holland and I cannot name them all.

Q. And that is the engine with which Mr. Wilkins tes-

tined he had something to do?

A. That is right.

Q. What is the extent of your business, not the number of engines. I understand that may be confidential—in dollar volume, can you give us that in round figures?

A. Yes, in 1941 the dollar volume of the Company was approximately one hundred million dollars, in 1942—this is from all sources, of course—in 1942 it was two hun-

dred and six million dollars, in 1943 it was three

1218 hundred and forty million dollars and in 1944, we estimated to be something less than five hundred million dollars.

Q. Do you still have a substantial back-log of orders, war orders?

A. Yes, our unfilled orders at the present time are in

the range of eight hundred million dollars.

Q. When did you first start manufacturing-let us say tooling up and getting ready to manufacture the marine engine?

A. In 1939.

Q. And what did you to at that time? Were you in production at all?

A. It was a matter of converting an engine which we made in very small quantity through the years of converting that to a type of engine that the United States Navy wanted for so-called PT boats in the year 1939. That year was given over quite largely to preparing the plant and converting the engine to the changes they desired to make:

Q. When did you go into production on the marine motor?

A. I am quite sure that the first engine was built in early 1940, but that is not a positive statement.

Q. When did you start working on the Rolls Royce Engine?

A. That was in the summer of 1940, that the contract was completed and as I recall it, we started immediately

on the tooling job, the job of converting British blueprints so that they could be understood by

American workers and generally getting ready, to produce the engine, building plants, offices and so forth? Q. After Pearl Harbor, did you immediately go into

full production—as full production as you could on these two items, the marine engine and the Rolls Royce enging?

A. That assumes, Mr. Dahling, that we did not go into as full production as we could before Pearl Harbor. We did. The whole program was accelerated right from the beginning; when Pearl Harbor came it so happeded that we were about on the verge of mass producing the aircraft engine, fortunately.

Q. And you have increased your production on aircraft engine? Has it gone up?

A. Almost consistently every month from the beginning.

Q. You, were also then, I take it, in production of marine engines by December 7, 1941?

A. Yes.

Q. When did the last car go off your assembly lines?
A. It would be to my recollection, February or March,
1942. Pearl Harbor was December '41, as I recall it, and
it was within two or three months of Pearl Harbor anyway.

Q. Have you manufactured any automobiles since that

time?

A. Oh, no.

Q. Would you say that you are one hundred percent in war work now?

1220 A. Yes.

Q. Now, have you gathered together some figures to the number of employees employed by the Packard Motor Car Company commencing back at the year 1938?

A. Yes, I have some figures. Taking the figures as of June 1 of each year, in 1938 the total number of hourly and salary employees on our roll was 8,200; in 1939, the same date, 9,714; in 1940, 9,223; in 1941, 10,944; in 1942, 20,890; in 1943, 22,659; and in 1944, 39,020.

Q. That is as of June of each year?

A. That is correct.

Q. And that would include not only the employees who might be in the manufacturing departments, but that is both the productive and non-productive departments and also your office employees, isn't it?

At That is the total number of employees, wherever they

may work in the factory.

Q. What is the approximate number of employees in those categories at the present time?

A. As of November 30, 1944, 32,533.

Q. And that decrease has been brought about by what?

A. A substantial portion of it was brought about by no hiring, for several months, beginning in the middle of the summer and the balance by layoffs that occurred about a month and a half ago.

A. In contracts, that is contract. I would like to make this clear, Mr. Dahling. This is at the Detroit fac-

story only and does not include the total help for Toledo or any subsidiaries, that is, in these figures.

Q. At that time you did not have the Bundy Tubing

Plant and the other Hupp Plant?

A. We have in the figure quoted for November 30 of this year.

Q. You included those two plants, which are in Detroit separated from the main plant on the Boulevard?

A. That is right.

Q. Mr. Nelson would like to know the distance of the Hupp Plant from the main plant: 'Could you give that, approximately?

A. Well, from the closest point of our plant to the Hupp Plant, I do not believe it is more than a quarter of a mile, but from the main office to the Hupp Plant it may be threequarters of a mile, or even a mile.

Q. How many acres does your main plant cover, ap-

proximately?

A. I don't know whether I can talk in acres or not.

Q. I thought you told me-

- A. (Interposing) Yes, I have it here. The main plant covers 82.3 acres.
- Q. And how does it compare in space to the Willow Run Plant?
- 1222 A. In floor space the Packard factory is about onethird larger than the Willow Run.

Q. But, of course, it is not all under one roof? A. There are many floors in some buildings, yes.

Q. Do you have any information with respect to the number of Supervisory employees for the same period that

you gave the number of employees, generally?

A. Yes, in June, 1938, June 1st, 313, and for the same period each year, 1939, 342; 1940 Niere were 358; 1941, there were 449? 1942, there were 662; 1943, there were 835: 1944 there were 1,194.

Trial Examiner Jaffee: As of when?

. The Witness: June 1 of each year.

Mr. Nelson: May we understand that that includes assistant foremen at the bottom?

Q. (By Mr. Dahling) What do these figures include? What ranks of supervision?

- A. All supervisors, salary and hourly.
- Q. And that would include general foremen?
- A. Yes.
- Q. Forenen?
- A. Yes.
- Q. Assistant foremen?
- A. Yes.
 - Q. Special assignment men?
- 1223. A. Yes.
 - Q. Would it also include supervisors in your office?
 - A. Yes.
- Q. Then it is a composite picture, and it does not include just those in the manufacturing division?
 - A. That is right.
- Q. You do not call the people who are in your office force foremen or general foremen or assistant foremen, do you?
 - A. We generally refer to them as supervisors.
- Q. Do the figures you have given me include the superintendents or assistant superintendents?
 - A. Yes.
 - Q. Do they include division managers?
 - A. It includes the president of the Company.
 - Q. In other words, that is a full list of supervision that you have given me?

Trial Examiner Jaffee: From top to bottom.

The Witness: Yes.

Mr. Karasick: What is it as of November 30?

Q. (By Mr. Dahling) Would you have any estimate as to what it is as of November 30?

A. I haven't got that. The only thing I can give is the figure submitted in the National Labor Relations Board—

Mr. Karasick: (Interposing) The paper you gave us is effective as to assistant foremen and all classifications?

fications?
The Witness: As called for by Petitioner's petition, gen-

eral foremen, foremen, assistant foremen and special assignment men.

Mr. Dahking: I would like to have that in the record. What does that report disclose?

The Witness: A total of 1106.

Mr. Dahling: And they are broken down in what manner? · The Witness: In totals.

Mr. Karasick: May I suggest that it is in Board's Ex-Phibit 21!

Mr. Dahling: I appreciate that. I very frequently like to have things in the record if they go along in chronological order, if you have no particular objections.

Mr. Karasick: I have none.

The Witness: General foremen, 125; foremen, 643; assistant foremen, 273; special assignment men, 65.

Q. (By Mr. Dahling) That was as of what date?

A. December 2.

Q. How is the plant divided at the present time? Do you have a number of large divisions?

A. Yes, something in the range of twenty major manufacturing divisions or divisions related to manufacturing.

Q. Is your aircraft separated from your marine engine?

Do you have keparate divisions for each of those? 1225 A. Yes.

Q. That is, you have two main divisions, one aircraft and the other marine division?

A. Correct. There is some work done in the marine division, the marine engine division for the aircraft division but I do not believe there is any done in reverse.

Q. What designations do you use for these two main divisions there?

· A. Designations?

Q. Yes.

A. Aircraft engine division and marine engine division.

Q. I saw a car marine division.

'A. Yes, that is because the marine engine contract was our first contract in 1939. At that time we were making o automobiles and there was just attached to the operations going on at that time-when the aircraft contract came along in 1940, a separate division was set up that left the car and marine division as one division and the aircraft as a new division. Eventually, car manufacturing dropped out and we did not drop the name off the division. That is all there is to it.

Q. Starting with two main principal divisions, you have other divisions in the plant?

A. Under the divisions?

Q. Yes.

1226 A. Yes.

Q. Approximately how many do you have?

A. Approximately 20.

Q. And you call them divisions, do you not?

A. Yes.

Q. And then, do these divisions have departments?

A. Oh, yes.

Q. And about how many departments would you have, approximately?

A. The total number of departments is probably about

300.

Q. When the foremen witnesses were testifying that they worked in a certain—department, they would be referring to one of these 300 departments you have just testified?

A. Correct.

Q. Mo. Denison, do you have any organization chart of the Company?

A. Yes.

1227 Mr. Dahling: May we have a moment to locate some exhibits, Mr. Examiner?

Trial Examiner Jaffee: Certainly. The Witness: I have a set here.

Mr. Dahling: Will you mark these Company's Exhibits 22, 22-A through 22-J, and 23-A through 23-I?

(The documents referred to were marked for identification as Company's Exhibits Nos. 22, 22-A through 22-J; 23-A through 23-I.)

Q. (By Mr. Dahling); Mr. Dension, I show you papers marked Company's Exhibits 22, 22-A through 22-J, for

identification, and ask you what they are?.

A. Exhibit 22 is an organization chart of the overall Aircraft Engine Division, covering everything. 22-A is a chart of the Army Airforce staff connected with the Aircraft Engine Division; 22-B is a chart of the "C" Division, machining crankcase and miscellaneous parts for the Aircraft engine; 22-C is a chart of the "D" Division, a machining division for major parts for the Aircraft engine; 22-D is a chart of the "F" and "K" Division, a division for the assembly and test of the Aircraft engine; 22-E is a

chart of the "G" Division, a division for the manufacture of gears for the Aircraft engine; 22-F is the M.P. Division, the Master Mechanics' Division for the Aircraft

Engine Division; 22-G is a chart of the division, the Inspection Division in the Aircraft Engine Division;

22-H is a chart of the purchasing and production control and spare parts and traffic groups of the Aircraft Engine Division; 22-I is a chart of the "P" Division, another machining division on aluminum castings; 22-J is a chart of the "U" Division, a machine division of miscellaneous parts and automatic screw machine.

Q. Where were those charts prepared, Mr. Denison?

A. At the Packard Motor Car Company.

Q. They were prepared by the Packard Motor Car Company?

A. Correct.

• Q. Are those the official organizational charts of the Aircraft Division?

A. Correct.

Q. Would they include all of the charts of that particu-

lar division or might there be some missing?

A. Well, there is no engineering chart here. These are the charts that would relate particularly to the group petitioned for by the Foreman's Association. There may be several others missing.

Mr. Dahling: I will offer in evidence Company's Ex-

hibits 22, 22-A through 22-J.

Mr. Karasick: The Board would like to see a copy of those.

Mr. Dahling: Certainly,

1229 Trial Examiner Jaffee: By the way, are there any general foremen, foremen, assistant foremen or special assignment men in the Engineering division?

The Witness: I don't believe so, Mr. Examiner.

Trial Examiner Jaffee: All right.

Mr. Dahling: I find through some confusion we do not have enough copies of those charts. We will supply them.

Mr. Karasick: No objection.

Trial Examiner Jaffee: They are received.

(The documents heretofore marked for identification as

Company's Exhibits 22, 22-A through 22-J, were received in evidence.)

Q. (By Mr. Dahling) Mr. Denison, these charts are changed, from time to time, are they not?

A. Yes.

Q. A chart that was up to date today might have some changes made on it tomorrow?

A. The organization might be changed, but the chart

might not be changed quite that rapidly.

Q. There would be a later printing of the new form, I take it?

A. When there are a sufficient number of changes, to justify the printing, yes.

Q. The date when these charts were issued appears on the lower right-hand corner of this chart?

1230 A. Yes.

Q. Mr. Denison, I show you papers marked Company's Exhibits 23-A to 23-I, inclusive, and ask you what they are?

A. Chart 23-A is the organization-

Trial Examiner Jaffee: Just a moment, off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

The Witness: 23-A is the organization chart of the overall Car and Marine Manufacturing Division. 23-B is the chart for the "B" Division, which is the foundry; 23-C is the chart for the "E" Division, which is the forge; 23-D is the Inspection Department of the Car and Marine Division; 23-E is the Master Mechanics' Division of the Car and Marine Division; 23-F is the Plant Engineering Division of the Car and Marine Division; 23-G is the purchasing, production and control spare parts and traffic division of the Car and Marine Division; 23-H is the chart of the "S" Division, which is a machining division for the Marine Engine; 23-I is the chart of the "Y" Division, which is the machining and also assembly and test Division for the Marine Engine. Mr. Dahling, I would like to make a correction. You asked me the question

to make a correction. You asked me the question whether the charts for the Aircraft Engine Division included all the divisions in which there might be

general foremen, assistant foremen, foremen and special assignment men. I am reminded by the Marine chart that there is a plant engineering division in the Aircraft Engine Division that would have in it general foremen, foremen and assistant foremen, that is not in there.

Q. Was that left out for any particular reason?

A. No.

Q. We can get that chart to complete the picture?

A. I am not sure that there is such a chart, because the major portion of the plant maintenance work is done by the Car and Marine Division Department. There are some on the Aircraft Engine but it is a minor part of the work.

Q. Can you determine, however, if there are foremen or assistant foremen in that department and whether you do have a chart of that department?

A. Yes.

Q. If you do, you could produce that?

A. Yes.

Trial Examiner Jaffee: Mr. Nelson, you had some colloquy today and there has been some testimony just now to indicate that there may be people called general fore-

men, and so forth, in other divisions of the Company, as well as other plants of the Company, and

I would appreciate it if within the next day or two you could get together on paper precisely what the limits of your unit claim are so far as other plants are concerned and other divisions are concerned; that is, what you claim and what you do not claim. ould you do that, do you think?

Mr. Nelson: I do not quite understand what you mean. Trial Examiner Jaffee: Mr. Denison just points out that there are general foremen, and so forth, in the plant Engineering Division of the Car and Marine Division. I am not positive at the moment whether you claim such men in the scope of your petition.

Mr. Nelson: We do, without any hesitation at all.

Mr. Dahling: Mr. Examiner, these are listed in the list of the general foremen, foremen, and so forth, which we presented to the witness.

Mr. Dahling: We were requested to present a list of

general foremen, foremen, assistant foremen and special assignment men in accordance with the designation on the petition. We were requested by the Regional Board, and that is in Board's Exhibit 21. That is, that exhibit in-

cludes these people who are on the records of the

1233 designations which appear in the petition.

The Witness: Regardless of the division they are in. If there does happen to be a chart missing, that makes no difference, so far as this list is concerned that was submitted.

Trial Examiner Jaffee: I see. At any rate, in view of the testimony, when Mr. Denison first came on the stand with reference to the service and sales, subsidiaries, with reference to the Bundy Tubing plant, the Hupp plant, and so forth, if you could indicate, in the next day or two in black and white, what you do cover and what you do not cover, geographically, so to speak, that might help.

Mr. Nelson Very well.

Q. (By Mr. Dahling); Are the charts which are marked for identification Company's Exhibits 23-A to 23-L inclusive, the charts of the Car and Marine Manufacturing Di-

vision of the Packard Motor Car Company?

A. Yes.

Q. They were prepared by the Company?

A. Yes

Q. And are used by the Company as charts?

A. Correct.

Q. Those are copies of the official or are the official charts?

1234 A. Correct:

Trial Examiner Jaffee: And are prepared as of the dates indicated thereon?

The Witness: Yes, sir.

Trial Examiner Jaffee: 23-A is the overall chart for the Car and Marine Division?

The Witness: Yes, sir.

Trial Examiner Jaffee: And corresponds to Exhibit 22, which is the organization chart, overall, of the Aircraft Engine Division.

The Witness: That is correct, Mr. Examiner.

Mr. Nelson: May inquire at this time, Mr. Dahling,

whether these charts include those men who are in the

Trupp and Bundy plants?

The Witness: In that men are being transferred from some of these divisions to that plant and the probability is that the plants will house a complete division; the symbol will probably be transferred.

Mr. Nelson: So these charts as of the date they bear cover the main plant, the Bundy and the Hupp plants?

The Witness: I think that is a fair statement.

Mr. Nelson: 'Khat is what I understood.'

Mr. Dahling: I will offer Company's Exhibits 23-A to 23-I in evidence:

Mr. Karasick: No objection.

1235 Trial Examiner Jaffee: Received.

(The documents heretofore marked for identification as Company's Exhibits 23-A to 23-I, inclusive, were received in evidence.)

Mr. Dahling: May I retain these exhibits until I mark the sets with the proper designation, so I will know that we are referring to the proper exhibits?

Trial Examiner Jaffee: Surely.

Q. (By Mr. Dahling): Do you have other divisions that

are not shown on these charts?

Trial Examiner Jaffee: Let us get one thing clear. We have used the word "division" in two senses. For instance, the Aircraft Engine Division and the Marine and Car Division, those are divisions where we have used the word "division" in its broadest sense.

Mr. Dahling: Yes, could we call he Aircraft and Magne car Division the two large divisions and the other

divisions the smaller divisions?

The Witness: That's perfectly true. We use the term 'division' when it is only a subdivision to another division.

Q. ABy Mr. Dahling): You have only the two large divisions, the Car and Marine and the Aircraft Engine Division in Detroit?

A. That's true.

1236 Q. Then you have the other subdivisions of those two large divisions which you designate in what manner, by letters?

A. By letters.

Q. Now, do you have any of these smaller or subdivisions in the Packard plant here in Detroit which are not shown on these exhibits 22 through 23-1?

A. The charts that we showed, Mr. Dahling, were manufacturing division charts. Now, the subdivisions we show under the manufacturing division, I think, generally, are complete. However, there are other major divisions of the Company, such as the accounting, sales, advertising, engineering, industrial relations and administrative.

Q. Those are not included in these exhibits which have

been offered in evdence here?

A. Unly in the chart where a few of these divisions are, maybe like the manufacturing division, such as accounting and assembly.

Trial Examiner Jaffee: In other words, it overlaps, so.

to speak?

The Witness: That is correct.

Q. (By Mr. Dahling): Would you say, then, that the charts which have been introduced into evidence cover the manufacturing divisions of the Company?

1237 A. Yes, sir.

Trial Examiner Jaffee: And such administrative divisions, as well whose work, in part, applies to manufacturing?

The Witness: Yes.

Q. (By Mr. Dahling) These others that you listed where you have no charts, did you list all of them?

A.I believe I.did. I can't think of an omissions at the present time at least.

Mr. Dahling: I wonder if we can adjourn, Mr. Examiner?

Trial Examiner Jaffee: It is now five minutes to five, and to assure you the Examiner is not nearly as hard as he sometimes likes to feel he sounds, we will recess at this time until 9:30 tomorow morning.

(At 4:35 P. M., the hearing in the above-entitled matter was adjourned to Thursday, December 28, 1944, at 9:30 A. M.)

1238

Room 737, Federal Building Detroit, Michigan, Thursday, December 28, 1943.

Pursuant to adjournment, the above entitled matter came on for hearing at 9:30 A. M.

Before:

Samuel H. Jaffee, Trial Examiner.

1240

PROCEEDINGS.

Trial Examiner Jaffee: As I indicated to you gentlemen earlier, off the record, I am required to handle another hearing this morning, at least for a short time, and with your consent, we will recess this hearing until ten-thirty A. M.

(At 9:35 A. M., the hearing in the above entitled matter was recessed until 10:30 A. M.)

After Recess.

(At 3:00 o'clock P. M., the hearing resumed.)

Trial Examiner Jaffee: I think the record already shows, gentlemen, that we did, at the opening of this morning's session, adjourn until 10:30 in order to permit the Examiner to engage in other official duties, which the record indicates. As it developed, further time was necessary and the recess until 10:30 continued, and the patience of counsel continued until the present moment, which appears, according to the clock in front of me, to be three o'clock.

I gather counsel are now prepared to proceed with the rest of this hearing.

ALSON G. BENISON

1241 resumed the stand as a witness by and on behalf of the Company, being previously duly sworn, was examined and testified further as follows:

· Direct Examination (Continued).

Q (By Mr. Dahling) Mr. Denison, at the close of the hearing yesterday, Company's Exhibits 20 to 22-J and

23-A to 23-I were admitted into evidence, these exhibits being certain organizational charts of the Packard Motor Car Company. I believe you testified at that time that these are not all of the charts, is that correct?

A. Yes, sir.

Q. They are produced as samples of the charts in what particular part of the Company, would you say, the manufacturing?

A. The manufacturing organization, yes.

Q. Where are most of the foremen who are listed on the petition in this case, where do they work?

As Nearly one hundred percent in the manufacturing

organization.

Q. Now, you have testified that there are two main divisions, the aircraft and the car and marine. Have you a list of the so-called manufacturing divisions in the two main divisions?

A. Yes.

- Q. What are they and will you describe them briefly!

 1242 A. In the aircraft engine division there is the F sub-
- division, the K subdivision and, of course, the work of these divisions is listed on the organization chart; I'am not repeating it here, therefore. The C machining division, the D machining division, the G machining division, the P machining division, and the U machining division. Those, in general, comprise the productive divisions.

Q. That is the productive divisions of the manufacturing

end of the business?

- A. Correct. Then the non-productive divisions, in general, include the inspection division, the master mechanics division, the standards division, the plant engineer and maintenance, the production control division, the traffic division, the metallurgical division the salvage division, the procurement investigation division, the quality control division and the general manufacturing administrative division.
- Q. That is the general manufacturing administrative division in that particular aircraft engineering division?

A. Correct.

Q. The last that you listed you called non-productive. That, as I take it, means they are tied in with your pro-

ductive divisions of that main aircraft engineering division, is that right?

A. Correct. In general, they service the productive divisions.

Q. What is your setup, then, on the car and marine main division?

A. In the car and marine, we have the B division, the foundry division; the E division, the forge shop; the L division, a machining division, a machining division, a machining division and assembly and test division. Those comprise the productive divisions. The non-productive are the inspection, the master mechanic, plant engineering production, production control and traffic.

Q. Now, I believe you testified as to the-

A. (Interposing) Excuse me, Mr. Dahling, there is also a metallurgic division in the car and marine, a salvage division, a hospital division and a general manufacturing administrative division.

Trial Examiner Jaffee: As that hospital division re-

stricted solely to the car and marine division?

The Witness: It services both divisions; it is in the car and marine division, but covers the aircraft division too.

Q. (By Mr. Dahling) In addition to that, you would have the general administrative, the clerical division, I would term it, would you not?

A. You are referring to divisions over and above

1244 the manufacturing division?

Q. Yes.

A. Yes, there is engineering, sales, accounting, as I stated vesterday, and general administrative, advertising and industrial relations.

Q. Now, I think you testified yesterday as to the dollar value of the output of the Packard Motor Car Company. Do you have any figures on the value of the tools, the in-

ventory of the tools that are being used?

A. The dollar value of the tools, dies, machines and equipment at the present time is approximately one hundred twenty-two million dollars. The dollar value of the inventory at the present time is approximately fifty-six million dollars.

Q. Mr. Denison, approximately how many foremen of the category listed on the petition in this case did Packard employ in its peacetime operations, say around the years 1938 or 1939!

A. In 1938 we had approximately 254 men of all cate-

gories.

Q. That would include general foremen, foremen, assistant foremen and special assignment men?

A. Yes, but there were not very many special assignment

men at that time,

Q. You have increased the number of special assignment men largely due to your war operations?

1245 A. That, and the increase in the size of our opera-

tions.

Q. Where did you find your additional assistant foremen. that you needed when your manufacturing increased due to the war orders?

A. Almost entirely from within our own organization.

Generally from the hourly rate ranks.

Q. Is that true also of the foremen who may have been added to your list of supervisors due to the increase in your business?

A. Yes.

Q. They were recruited from the ranks of the assistant foremen?

A. In general, yes.

. Q. When you say in general, would you have any idea,

percentagewise, just roughly?

A. There are probably some foremen that came from the fourly rate ranks directly to the status of foreman, but of all categories of foremen, whether assistant foreman, foreman, or even a general foreman, since the war program started practically 99.9 percent have come from the rank and file within our own plant.

Q. That is, you did not go outside of your plant to hire

in these foremen and general foremen?

A. I don't think there are five exceptions to that rule, Mr. Dahling.

1246 Q. Of course, many of the present assistant foremen or foremen would have been ex-members or are ex-members of the UAW?

A. Yes.

Q. And they were members of the UAW when they were promoted to the job of assistant foremen in the first instance?

A. Yes, because our .UAW contract was initiated in 1937, before the war program.

Q. That is the first contract you had with the CIO?

A. Yos.

Q. That contract has been amended, has it not?

A. Yes, several times.

Q. The last contract, I believe, is in evidence here?

A. Yes, I believe it is.

Q. Have you investigated the pay differentials between

foremen and the hourly rated workers?

A. We investigated that for the War Labor Board hearing, Mr. Dahling, and found this to be the situation: The average earnings per month of all categories of foremen, including special assignment men, for the period from January through April of this year was \$496.54.

Q. That is the take-home money?

A. That is correct.

Q. And that would include the overtime?

A. Correct. You asked me for the comparison bet reen that and the hourly rate. That average per month is sixty percent higher than the average of

the hourly rated employees in the plant for the same period of time. We made the further investigation of the comparison of that earning with the highest earning of the man in the department under each foreman.

Q. In that connection, did you take each one of the de-

partments and select the highest paid man?

A. We took each supervisor, the man who earned the highest amount of money in those four months reporting to that supervisor.

Q. When you say supervisor, you are referring to whom,!

A. General foremen, foremen, assistant foremen and special assignment men. The foreman was 26 percent higher than the highest rated employee.

Q: It appears from the report that was made to the National Labor Relations Board listing the number of foremen of the various ranks that you have set assistant foremen on an hourly rated basis. Can you explain the reason for that or how that has come about and continued?

A. It has been the practice in the car division, down through the years, to place many assistant forenien on an hourly rate basis.

· Q. That was prior to the war?

A. Oh, yes, many years prior to the war, and when 1248 the war came along, those divisions, of course, re-

mained in existence, carrying on as they had before, and those assistant foremen on the hourly rate remained there. As the aircraft engine division developed, a slightly different policy was followed, of placing all foremen, assistant foremen, paccularly, on a salary basis. The car and marine division, though, wasn't changed. It had been that way before and it wasn't changed at the

Q. Is there any particular reason why it is not changed now ?

A. No, there just has been 10 disturbance in regard to it, no complaint in particular, and it was just left as it was.

Q. Now, have you prepared a classification of the salaries of your salaried foremen to show the salary range!

A. Yes.

Q. Will you tell us what this range is and what infor-

mation you secured on that?

A. The range paid to the general foremen at the present time, the base salary, not including overtime, runs from \$280.00 a month to \$375.00 a month. Foremen, from \$220.00, base pay, to \$370.00 base pay. Assistant foremen, from \$220.00 to \$315.00 base pay.

Trial Examiner Jaffee: If I understood you correctly,

then, some assistant foremen make more than some

1249, general foremen!

The Witness: Correct, depending upon the department they are in. It might be the tool room or some highly skilled division or department; whereas, the general foremen might have-I think you mentioned yourselfsupervision over a group of sweepers.

Q. (By Mr. Dahling)' Now, that would be based upon a

forty hour week, would it not?

A. Yes.

Q. At the present time, how many hours are you working per week?

A: In the manufacturing division there is a schedule of 50 hours a week.

Q. Prior to that schedule of 50 hours a week, how many hours were you working?

A. As of about last September, we were working 55 hours a week, and about a year previous to that we were working 63 hours a week.

Q. Your 50 hour week, how is that set up, five days at

A. Yes, at the present time.

Q. There is no work in the manufacturing divisions on Saturday and Sunday, then?

A. In general, there isn't.

Q. Prior to the war, what was the policy with respect to the paying of overtime to salaried foremen?

A. There was no pay for overtime.

Q. You were on a forty hour week in those days?

A. Yes.

Q. Was there any overtime worked?

A. Very little.

Q. Well, if a man worked overtime consistently, even in those days, what was done?

A. I don't recall of any adjustments being made.

Q. You do not recall of much consistent overtime either?

A. No.

Q. After you got into the war program, did you run into overtime for foremen?

A. Oh, yes, a substantial amount.

Q. What was done about that?

A. Prior to Pearl Harbor, where a foreman or other supervisors for that matter, who hadn't been receiving overtime and was excluded or exempt under the Fair Labor Standards Act, was asked to work a consistent amount of overtime, his pay was adjusted accordingly in base pay.

Q. That is, you raised his salary?

A. Correct, to meet the increased schedule he was asked to work. Then, after Pearl Harbor, there was the setting

of the 63 hour week: We established an overtime plan for foremen and other supervisors which went into effect on March 1, 1942, but was pay retroactive to

January 1, 1942.

Q. Have you with you an announcement of that plan?

A. You have it, haven't you? Look in that folder. Mr. Dahling: Will you mark this Company's Exhibit 24? (The document referred to was marked for identification

as Company's Exhibit No. 24.)

Q. (By Mr. Dahling) I show you papers marked Company's Exhibit 24, for identification, and ask you what

they are?

A. Well, the last sheet is the announcement of the change in policy we had, signed by Mr. McCauley, Chairman of the Board of Directors. The first three sheets is a set of instructions sent out explaining the policy, and signed by myself.

Q. Were copies of this Exhibit 24 delivered to the fore-

men at Packard's?

A. Yes; in fact, the policy announcement was placed on the bulletin board.

Mr. Dahling: I will offer Exhibit 24 in evidence.

Mr. Nelson: No objection.

Mr. Karasick: No objection.

Trial Examiner Jaffee: Received.

(The document heretofore marked for identification as Company Exhibit No. 24, was received in evidence.)

Q. (By Mr. Dalding) Mr. Denison, I notice that the ~ policy announcement, which is the last sheet of the

1252 exhibit; refers to salaried employees exempt from overtime pay. What does that mean?

A. That refers to the exemptions established by the Fair Labor Standards Act. Quite a common term; well understood.

Q. That would include your salaried foremen?

Q. The salaried employees entitled to overtime pay, which is the line at the head, would cover those who are not under the Fair Labor Standards Act?

A. No, just the reverse; it would cover those that were

entitled to the overtime provision of the Fair Labor Standards Act.

Q. That is right, I misspoke myself. Now, just generally, so far as the foremen were concerned, what did this policy mean to them by way of overtime?

A. It meant the provision of the payment of overtime for all scheduled hours that a foreman was asked to work.

Q. A what rate?

A. At time and a half.

Q. Did you readjust your base pay, then, back to a forty hour week basis!

A. Those that had been adjusted to meet the schedule they were working were changed back to a forty hour basis and then the overtime provision applied, of

1253. course; on top of that Forty hour basis.

Q. That is to say, if a man worked fifty hours, he would get time and a half for the extra ten hours a week he worked?

A. If those were scheduled hours, yes, for him, or his department.

Mr. Dahling: Will you mark this Company's Exhibit

(Thereupon the document referred to was marked for identification as Company's Exhibit No. 25.)

Q. (By Mr. Dahling) Subsequent to the-

A. (Interposing) May 1 inject something here?

Q. Yes, go right ahead, Mr. Denison.

A. I assume the thing you want to demonstrate is the vertime provision; that is only part of it you understand?

Q. Yes, that is right.

A. It's the major part of it. .

Q. It also covered other matters, did it not?

A. It provided for extra vacation plan, payment on holidays.

Mr. Nelson: Will you permit one question at this point, Mr. Dahling?

Mr. Dahling: Surely, Mr. Nelson.

Mr. Nelson: Mr. Denison, if a foreman were required to work an additional period over the ten hours, he did not receive any additional pay, did he?

The Witness: If it were scheduled, ves.

Mr. Nelson: If it were not scheduled and he was not asked to do it?

The Witness: If a foreman was scheduled at a ten hour of day and perhaps there was a bond drive and he stayed an extra hour to clean up, no. But if he were scheduled to work that time, yes.

Mr. Nelson: Who did the scheduling?

The Witness: Well, it would depend on the department.

Mr. Nelson: I see. Then your testimony, as I understand it, is for scheduled time over and above ten hours, he would receive overtime for that extra time if he were scheduled to work?

The Witness: That is right, if he were scheduled to work that time, but—

Mr. Nelson: (Interposing) Just a minute, now. Let me get your answer. Was your answer yes?

The Witness: Yes.

Mr. Nelson: All right. Now, if you have any explanations you would like to give, all right.

The Witness: The intent of overtime was not intended to be paid for intermittent ours here and there, but a consistent schedule was paid for, the plan provided 1255 for it. I think you will find that explained in the

instructions.

Q. (By Mr. Dahling) When you say for the scheduled time, that would be the scheduled time for the entire division, would it not?

A. Not necessarily. It might be scheduled for even an individual because it applied to more than a foreitan.

Q. If you had a schedule, say, for a division of ten hours a day and the workers worked in that division ten hours a day and the foreman worked ten hours a day, that would be what you have in mind by the term you use?

A. Correct.

Q. But if the foreman should run over a half hour or so to clean up his desk, he would not be paid overtime for that?

A. On the other hand, in this division, take any division, one department, let us say, was behind and they had to work two or three weeks to catch up on their schedule.

and the whole department and the foreman too were scheduled to work, he would be paid under this plan.

Trial Examiner Jaffee: May I ask you whether it was possible for neither adivision nor a department to have scheduled overtime but for an individual foreman using it in its broadest sense; in that division or department to have scheduled overtime, using the word schedule as you have used it?

The Witness: It is possible but somewhat inprobable for a foreman. However, I illustrated my point by saying that this applies to more than the foremen.

Perhaps someone in the advertising department working as an individual, writing something, a book, or whatever it might be.

Trial Examiner Jaffee: In other words, it applies to sal-

aried employees, foremen and otherwise.

The Witness: It applied to exempt employees, no matter what they were.

Mr. Karasick: Mr. Dahling, may I interrupt a moment.

Mr. Dahling: Yes.

Mr. Karasick: In order to be sure that I understand your testimony, Mr. Denison, would this be correct: That if a department had a schedule of ten hours a day for its operations and on some particular day, due either to diffigulties in securing materials, or for other reasons, it was necessary to work, say, eleven or twelve hours, then the foreman, using the term generically, in that department would or would not receive overtime for the extra one or two hours.

The Witness: He would not.

Mr. Karasick: He would not?

The Witness: Correct.

Mr. Karasick: Under those circumstances, would the rank and file employees below the rank of assistant foremen receive overtime?

The Witness: Oh, yes.

Mr. Karasick: They would receive the extra one or two

The Witness: Let me illustrate just a little further by saying the policy was an attempt to carry on a plan that

existed before the war and defense work started, and that provided for paying foremen, a salary for forty hours a week. We didn't work many more hours than forty except rarely, but the foreman might have to spend a few hours some evening bere and there, intermittently, that he was not paid anything for. This plan carries over the same philosophy into the war period, only the forty hours have become fifty, fifty-five or sixty-three, but there were still intermittent hours a foreman would have to put in.

Q. (By Mr. Dahling) Historically, is it not true that these foremen, when they were paid a salary, were supposed to be paid for this overtime that might have to be put in occasionally, in the amount of that salary?

A. Yes, correct.

Q. Is it not also frue that these foremen had certain other advantages which took care of part of this overtime they might have to work occasionally?

-A. Yes.

1258 Q: We will go into that a little later on.

Trial Examiner Jaffee; In other words, in fixing originally the amount of a foreman's compensation, the Company's idea was that a foreman was to be paid for his job as a foreman, and part of the job as a foreman was that he would have to work overtime occasionally, and that was taken into consideration in fixing the usual salary?

The Witness: Correct.

Trial Examiner Jaffee: So in that manner, at least in-

directly, he was paid for overtime?

The Witness: Yes, and that same plan carries through excepts the forty hours—except with those forty hours were increased, the increased schedule paid them time and a half.

Mr. Nelson: I have still another line of inquiry that is closely related to this, if you are still patient, Mr. Dahling.

Mr. Dahling: I have no objection to it at all.

Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

Mr. Nelson: My inquiry is this: Mr. Denison, as a matter of fact, it is rather difficult for a foreman to get by with

a ten hour day where the men under him are working ten hours? It other words, does he not have to come in some early and stay some late, generally speaking? The Witness: Generally speaking, no.

Mr. Nelson: Is it not particularly true in case of conversion where you are setting up a new job? Does that not require longer hours of supervision than it does of maintenance and production workers supervised by them?

The Witness: Mr. Nelson, you are talking of what amounts to a situation hat existed mostly in car days where every year you have a new model. We aren't changing these models of engines every year; they stay that way pretty much, except for some engineering changes.

Mr. Nelson: But in 1942 you were setting it up, you were setting it up brand new; it was an actual act of creation

as far as supervision is concerned?

The Witness: Is occurred before 1942; it started in 1940.

Mr. Nelson: I mean, in the early days.

The Witness: It started in 1940.

'Mr. Nelson: You still do not quite answer my question.

The Witness: I do not know what you mean by "get by".

Mr. Nelson: He will have to come in early and stay late, especially when you are setting up a job?

The Witness: In occasional instances, yes, but that is not a general thing.

1260 Mr. Nelson: That is your answer?

The Witness: Yes, Mr. Nelson: All right.

Mr. Karasick: Mr. Denison, do I understand correctly that the reason for the change in policy with respect to overtime pay for foremen was because after the war production program took effect, foremen of all these classes were working consistently more overtime than they had prior to that time, is that right?

The Witness: Yes.

Mr. Karasick: Is that essentially the basis for it?

The Witness: Yes. Of course, prior to this change in policy, we had paid mant of them the overtime in their salary as part of their salary, but that was calculated on a straight time basis.

Mr. Karasick: You could have done that by calculating their salary in this situation too, but you preferred doing it by giving them overtime rather than raising their base salary?

The Witness: We much preferred it.

Mr. Nelson: Did you make those changes by negotiation with the foremen, or any of them?

The Witness: No.

Mr. Nelson: Were they consulted about it at all?

The Witness: No.

that while Mr. Dahling has kindly consented to let you gentlemen question out of turn, so to speak, and while there is, of course, some advantage in asking an occasional question out of turn, it has, as I think I indicated to you off the record, some disadvantages and I suggest that we keep it to a minimum as far as we can.

Q. (By Mr. Dahling) Mr. Denison, in connection with this working of overtime, did you have a study made of that for the War Labor Board hearings this summer?

A. Yes.

Q. What does that generally show as to the amount of time worked by foremen over the scheduled hours of their department or the hours scheduled for them?

A. During the month of April—we picked that as a typical month—of this year, out of 872 foremen of all categories, the average overtime for the entire month was 54 minutes.

Q. Mr. Denison, I show you papers marked Exhibit Number 25 for identification and ask you what they are!

A. They are an announcement of personnel policies applicable to both exempt and non-exempt employees issued in October of this year.

Q. Was this announcement of policy delivered to the

-foremen and persons interested?

1262 A. Yes.

Mr. Dahling: I will offer Company's Exhibit No. 25 in evidence.

Mr. Karasick: No objection.

Mr. Nelson: We have no objection.

Trial Examiner Jaffee: And, of course; it reflects the

facts indicated on the exhibit? That is to say, the facts indicated are true?

The Witness: Oh, yes.

Trial Examiner Jaffee: It will be received in evidence.

(The document referred to was marked and received in

evidence as Company's Exhibit No. 25.)

Q. (By Mr. Dahling) Was this announcement, Exhibit 25, issued as a result of Petitions that you had filed with the Stabilization Unit of the Treasury Department earlier in that year?

A. In regards to the foremen, yes. In the case of nonexempt employees, it reflects a decision given us by the War Labor Board.

Q. Did you receive from the War Labor Board all that you petitioned for?

A. Eventually, yes.

Q. When did you first start your proceedings before-I do not mean the War Labor Board-I mean the salary

stabilization unit. A. No, in the case of the Salary Stabilization Unit, we did not, and I believe it is mentioned in this announcement where they restricted us. There are two items, one being the night premium and the other being double time for Sunday work which they denied entirely as requested. There were some other changes we were forced to make that were not nearly so material as those two.

Q. Forced by whom?

A. By the Salary Stabilization Unit of the Treasury Department.

Q. Mr. Denison, what advantages or privileges do the foremen have which are not shared with the workers?

Mr. Nelson: Would you mind limiting some period to that, generally, at least? Do you think that is universal or continuous?

Q. (By Mr. Dahling) Well, let us say, what privileges or advantages did they have prior to the war or, better, Mr. Denison, would you fix some time and give us the privileges and advantages and tell us whether or not they have been changed?

Mr. Neison: It would seem that ought to be limited to

some period relating to the period of organization, Mr. Examiner.

Trial Examiner Jaffee: I think he may answer that question.

1264 A. In the announcement that was put in as Exhibit 25, there is a very definite difference shown in the absent allowances for exempt employees, which includes foremen, as against the rank and file.

Q. (By Mr. Dahling) What is that difference, Mr. Deni-

son?

- A. The non-exempt employees are allowed an absence of three days for his first six months of service with the Company and six days for his first year of service with the Company and twelve days each year thereafter; whereas, the exempt employee is allowed twelve days of absence for the first year, 24 days for service from one to five years, 26 days—annually, I should add—for service from five to ten years and 48 days for service in excess of ten years or more.
 - Q. What other advantages do they have? A. Let me finish this, Mr. Dahling, please.

Q. Oh, I am sorry, Mr. Denison, I did not mean to in-

terrupt.

A. The allowance for the exempt employee, as stated here, is not a formula; there are a certain number of days each year allowed. Our request of the Treasury Department was not quite as definite as this. We wanted a certain amount of latitude and I think I can say without fear of contradiction that the allowances we have made for jus-

tified absences previous to this policy at least equal the amount allowed in this policy for exempt em-

plovees.

Q. When you say exempt employees, whom do you mean!

A. It includes the foreman of all categories, plus other supervisors.

Q. That is, other supervisors on salary?

A. Yes, supervisors on salary.

Q. Are there any other advantages you would say that the foremen have over the workers under the policy of the Company?

A. Over and above his salary?

Q. Yes.

A. As against an hourly rated employee, why, the vacation plan has been in effect for many years. He has the extra vacation plan, as explained in this exhibit, a separation pay plan, as explained in this exhibit, and in case of the night premium, we attempted to obtain a higher rate of night premium than is paid to the hourly rated employee, as explained in this exhibit also.

Q. What is the situation if a foreman reports in late?

A. The first half hour he is allowed.

Q. What is the situation if a worker clocks in a half hour late?

A. He is docked.

Q. The foreman, I think it has been testified, does not work with his hands, does he?

1266 A. No. I might add the payment for holidays, of course, the foremen's salary covers that, his salary goes on even though there are holidays.

Q. And in the old car days, what was done in an attempt to keep the foremen working during the slack periods?

Were they given first consideration?

A. Well, if you are thinking of a model change period, in general, the foremen were kept on the job or their vacations were scheduled at that particular time. If you are thinking of the depression periods, every effort was made that could be made to keep them employed.

Q. That was felt desirable because they were the men

you wanted when you started up again?

A. Correct.

Q. The Petitioner has put in evidence some sheets listing subjects which were discussed in the foremen's training school. Will you tell us about that school and how it operates?

A. The school has been in existence for a number of years, eight or nine anyway, I am sure of. It is conducted on a conference basis. There are practically no lectures. There is a conference leader who throws the discussion open on the floor and attempts to lead it, or acts as a moderator, so to speak. He generally works from some sort of an outline only.

1267 Q. Do you have any master schedules in connection with this school? Who plans the subjects for you

A. The subjects have been planned generally by the fundustrial Relations Manager, in conjunction with the manager of the school. The school, at the beginning, many of the sessions of the school, or conferences, were conducted by men brought from the plant to act as conference leaders. Several of these were foremen themselves.

Q. When is this school held, is it during working hours!

A. Yes, it is during working hours.

Q. Do the foremen continue to receive their pay while they are attending the school?

A. Yes.

Q. Are the classes scheduled with respect to size?

A. They generally run around 25 to a class.

Q. Are the foremen notified as to the class they are scheduled to attend?

A. Yes.

Q. Are they supposed, if they are unable to attend that class, to make that up by attending a class covering the same subject, a class that is scheduled for a different time?

A. If they miss a session, they are asked to come in at a later session so as to keep the continuity of the conferences.

Q. Have you also had specialized leaders come in occa;

1268 A. Yes, dedifferent times we have even brought in talent from outside to deal with some of the sessions, so as to get the benefit of his material and use it in the foremen's training conferences.

Q. Mr. Denison, Leshow you Petitioner's Exhibits 26 and 27, and ask you if these exhibits contain the subjects which were discussed during the periods set forth in the exhibits at this foremen's school!

A. Yes, I believe they are.

Q. If I tell you that these exhibits are the same as the exhibits which were presented to the War Labor Board hearings this summer, your answer would be they are the subjects?

A. Correct.

Q. Exhibit 27 indicates that on July 3rd, 1944, new courses were started. Have those courses been completed?

A. Yes.

Q. What is being done now in connection with this school!

A. Well, we are continuing on our regular conference basis a series of sessions related primarily to interpretation of the contract with Local 190.

Q. Mr. Denison, does the Packard Company have a tele-

phone directory, an internal telephone directory?

A. Yes.

Mr. Dahling: Will you mark this Company's Exhibit 1269 Number 26!

(The document referred to was marked for identifi-

cation as Company's Exhibit No. 26.)

Q. (By Mr. Dahling) I show you a pamphlet marked Company's Exhibit Number 26, for identification, and ask you what it is?

A. This is the current telephone directory of the Company here in Detroit.

Q. Is that in use in the Company at the present time?

A. Yes.

Q. I notice that there are check marks opposite some of the numbers and names in the directory. What do those check marks designate?

A. Those represent foremen whose names are on the list we submitted to the NLRB as a result of this petition, showing that they do have telephones, that their names and numbers are listed in the directory.

Q. That would not mean, would it, that all foremen

would be regularly listed in this directory?

A. No.

Q. That is, those to be listed are selected, having in mind the necessity of reaching people in these various departments, is that true?

A. Correct.

Q. And it would be unnecessary, of course, to list 1270 all of them for that purpose?

A. That is right.

Trial Examiner Jaffee: Fassume, speaking rather gen-

erally, that would mean that an assistant foreman would not be listed?

The Witness: I think you will find there are some, but there are probably a higher percentage of assistant foremen not in here than any other foremen. I notice, for example, Mr. Traen is in here. He has two numbers.

Mr. Nelson: Off the record.

Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

Mr. Karasick: No objection.

Mr. Nelson: No objection.

Trial Examiner Jaffee: Received.

(The document heretofore marked for identification as Company's Exhibit No. 26 was received in evidence.)

The Witness: I would like to point out one thing, Mr.

Dahling.

Mr. Dahling: Go right ahead.

The Witness: This directory is subject to revision about now. You will notice this was issued in January, January 1, 1944, and to run a telephone directory for about a year

and revise it these days is difficult. That might be the reason why there are new foremen whose names

are not in here. This is being revised right now, preparatory to issuing a new directory.

Mr. Dahling: Will you mark this Company's Exhibit

Number 27?

(Thereupon the document referred to was marked for

identification as Company's Exhibit No. 27.)

Q. (By Mr. Dahling) Mr. Denison, I show you two sheets marked Company's Exhibit 27, for identification,

and askeyou what they are?

A. This is an analysis of the classification, date of hire and the date promoted to super isor, the signatures of the men that signed a petition for a charter for the Foreman's Association of America for the Packard Local.

Q. This schedule is a classification report on the men

who signed that charter application?

A. Yes.

Q. You are referring, are you not, to Petitioner's Ex-

hibit Number 10 when you speak of application for charter?

A. Yes.

Mr. Dahling: I offer Company's Exhibit Number 27 in evidence.

Mr. Nelson: No objection.

Trial Examiner Jaffee: Company's Exhibit Number 27, consisting of two pages, is received.

1272 (The document heretofore marked for identification as Company's Exhibit No. 27 was received in evidence.)

Q. (By Mr. Dahling) The first column on Exhibit 27 is headed, "Roll Number." What does that mean?

A. That's the symbol, the payroll number of the man whose name appears alongside the number.

Q. The next column, "Present Classification," that means the classification as of foday?

A. When you say the next column, you mean the third column?

Q. Yes, I am sorry.

A. Yes, the classification as of the present time.

Q. And that wo ld be as of the date of the preparation of this exhibit?

· A. Yes, that was last week.

Q. The fourth column is the date when the person whose name appears opposite this column was first hired by Packard?

A. Yes.

Q. The last column is the date on which the person named was promoted to a supervisor?

A. Yes.

Q. Now, when I say supervisor, would that include assistant foremen, foremen and general foremen?

A. Yes.

1273 Trial Examiner Jaffee: Just to clinch that last point, let us take the first name on the list as an example. I note that Mr. Peter's present classification is that of foreman. It also is indicated on the exhibit that he was promoted to a supervisor on March 15, 1936. I would assume from that that unless he went directly to the job of foreman and skipped the classification of assistant fore-

man, that he must have been promoted to the job of assistant foreman—strike that. I gather from that, that unless he was made a foreman directly from the ranks, that the date, March 15, 1936, was prior to the date he became a foreman, according to his present classification?

The Witness: If I follow you, if he was an assistant foreman before he became a foreman, the date shown in the last column is the date he became an assistant foreman.

Trial Examiner Jaffee: All right.

The Witness: I don't know that that is true in his case, but, as an example, I think that is an illustration of what you wanted.

Trial Examiner Laffee: Yes.

Q. (By Mr. Dahling) That is the last column which is headed, "Date promoted to supervisor", that would be the date when Harry B. Peter, who is the first man named on the exhibit was first promoted out of the workers' class

or the rank and file to a job in supervision?

1274 A. Yes.

Trial Examiner Jaffee: One further point, please. I notice on the same page, the second last name from the bottom, with respect to a man named Matthews, his present classification is indicated as "Time study observer." That, I assume, is not a supervisory classification?

The Witness: That is correct; that is his present classi-

fication.

· Trial Examiner Jaffee: Yes?

The Witness: In putting that in there, we are not disputing, necessarily, when he signed the charter that he

was not a supervisor at that time.

Triol Examiner Jaffee: On the second sheet of the exhibit notice the name of Chuhran. He is listed, according to his present classification, as a job setter. The same applies to Mr. Norman and Mr. Lentz. I notice he is listed as "tur. lath." which, I assume, means, turret lathe operator?

The Witness: Yes.

Trial Examiner Jaffee: None of those are presently supervisory jobs?

The Witness: No.

Mr. Dahling: Mr. Examiner, the Company is not taking . the position, however, on putting this exhibit in evidence,

to make it clear, that they were not supervisors at

1275 the time they signed the petition.

· Trial Examiner Jaffee: Yes, I understand.

Mr. Nelson: We will not take time on the subject ourselves.

Trial Examiner Jaffee: No. I understand. I merely wanted to clear up the meaning of the exhibit; that is all. Mr. Nelson: For the purpose of the record, it is conceded that at the time the application for the charter was made they probably were all supervisory in rank?

Mr. Dahling: The answer is, we do not knowe We are

not contesting that fact, however,

Mr. Nelson: All right, if you are not, we are not either.

Mr. Karasick: Mr. Examiner, I wonder if I may inquire what the purpose of this exhibit is. I confess I am somewhat at a loss to see what the purpose is myself.. I would like an explanation from counsel so the record may be clear.

Mr. Dahling: The purpose of the exhibit is to show the history of the men who signed this particular petition, to show the date when they were promoted to supervisory positions. I think you will note that the vast majority of them became supervisors during the war period and within two or three years, and must necessarily, of course,

have been out of the rank and file. And for what 1276 other legitimate inferences can be drawn from the

exhibit also.

Trial Examiner Jaffee: The document has been received in evidence.

Q. (By Mr. Dahling) Mr. Denison, did you at one time have at Packard an Independent Union of your technical men?

A. Yes.

Q. What was the name of it?

A. It was known as the Society of Designing Engineers, or the "S. D. E.," as it is commonly known

Mr. Nelson: I'do not see the relevancy of this, Mr. Ex-

aminer, I object to it.

Trial Examiner Jaffee: It is probably a little bit too

quick to object. You cannot get everything in one question.

Mr. Dahling: No, I would like to ask another question.

Trial Examiner Jaffee: Very well.

Q. (By Mr. Dahling) What became of that Independent

Union?

Mr. Nelson: I object to that as being incompetent and immaterial. Technicians are not supervision, ordinarily, Mr. Examiner.

Trial Examiner Jaffee: He may answer.

A. The S. D. E., after a series of changes, eventually was absorbed by the hourly rated Local Number 190 of the UAW-CIO in a contract written with them earlier this year.

Mr. Nelson: I move it be stricken as irrelevant now.

Trial Examiner Jaffee: It may stay.

I assume that Mr. Dahling's question, which began with the phrase, I believe, "Did you have" should really have started with "Was there", and I assume the witness answered on that basis.

The Witness: Yes.

Mr. Dahling: That is a good correction, Mr. Examiner.

Mr. Nelson: My objection was not founded on the idea that it was a Company organization, or anything of that kind.

Trial Examiner Jaffee: No, I understand.

Mr. Dahling: Will you mark this Company's Exhibit Number 28?

(Thereupon the document referred to was marked for .

identification as Company's Exhibit No. 28.)

Q. (By Mr. Dahling) Mr. Denison, I show you a paper marked Company's Exhibit Number 28, for identification,

and ask you what it is?

A. That's a copy of a petition that was being circulated on the basis of the information that came to me by the CIO stewards in our plant among the foremen, presumably in an effort to sign them up under the CIO.

Mr. Nelson: I will object to this.

1278 Mr. Dahling: Let us fix the date first.
Mr. Nelson: It has the date on it.

The Witness: This was being circulated just prior to

the foremen's strike in May of this year.

Mr. Nelson: I move the statement be stricken and I object to the exhibit being received in evidence. There is no showing this has any connection whatever with the Foreman's Association or with any member of it.

. Trial Examiner Jaffee: Do you have any comment on

that, Mr. Dahling?

Mr. Dahling: Why, yes, I think it should be received in evidence. The Foreman's Association of America states that it is an independent Association and apparently intends to remain so. I think it is perfectly proper for the Company to argue that it may be independent now but it cannot remain so, and that is evidence from which an argument could be made or from which such an inference could be drawn. It is one of the issue of the case.

Trial Examiner Jaffee: I call your attention to the fact, gentlemen, that the witness in his answers, has used substantially these phrases, "on the basis of information I have received," also, "presumably in an effort". I think that language in and of itself indicates the inadmissibility of the answer and on that sole basis I sustain the objec-

tion and strike the answer.

1279 Q. (By Mr. Dahling) Mr. Denison, did you receive this paper, which is marked Company's Exhibit Number 28, from some other person?

A. Yes:

Q. When did you receive it from that other person?

A. Oh, a week or two before the foremen's strike.

Q. In your position as a personnel officer, do reports come to you from the plant itself and the people in the plant?

A. Yes.

Q. They come to you in the usual course of business, do they?

A. Yes.

Q. Do you believe that the source of this report you received was reliable?

A. Yes.

Mr Nelson: I object to that.

Trial Examiner Jaffee: The answer may remain.

Mr. Dahling: I will offer again Company's Exhibit Number 28 in evidence.

Mr. Nelson: Tobject to it.

Mr. Dahling: I offer it as being a report that came to Mr. Denison in his capacity as the personnel officer and as an official of the Company and I will ask another question on it.

1280 Q. (By Mr. Dahling) Tid it come to you through numerous channels?

A. Yes, si

Mr. Nelson: I will object to that.

Mr. Dahling: Mr. Denison being an officer of the Company and this coming to him in the ordinary course of business is the only way in which an officer could receive such reports.

Mr. Nelson: I still object to it. I would like to see the

original document, frankly.

Trial Examiner Jaffee: If I understand the pending question, he asks merely whether or not Mr. Denison received this so-called report in the capacity indicated in the question.

Mr. Dahling: That is right.

Trial Examiner Jaffee: The witness may answer that question.

Mr. Nelson: He did answer that question and then Mr. Dahling offered the exhibit and I objected to the receipt of it in evidence. My objection followed his re-offer in evidence.

"Trial Examiner Jaffee: I am sorry, I must have been rather slow in picking it up. I think Mr. Dahling, on the same basis I previously indicated, my ruling at I applies.

However, let me ask you this first: I gather, although I may be wrong about this, that you are offering it merely to show that the witness as per-

sonnel officer received the document, but in addition, to show the truth of the contents thereof?

Mr. Dahling: No, for the sole purpose of showing that this is a document that was circulated in the Packard factory. I do not know the truth of it. I am not saying

Mr. Addes made the statement attributed to him in the

document; just to show it was distributed, is all.

Trial Examiner Jaffee: Just to clear one minor point, the Company exhibit, as marked, does not bear any signature, although I do note Mr. Addes, name is mentioned in the second paragraph.

Of course, the mere fact that Mr. Denison received the

document does not show it was circulated.

Mr. Dahling: No, but this is a report that came to him, that this document had been and was being distributed in the plant.

Trial Examiner Jaffee! In view of the extent to which you asked that credit be given to the document; that is to say, since you ask more than the mere fact that it was received by the witness as personnel officer be found by this evidence, I think the objection is still good. However, as I probably indicated once or twice in this hearing be-

fore, perhaps without saying so specifically, you gentlemen, I am sure, understand I regard these

hearings as an effort to get at the facts.

I may be wrong, but I would assume, Mr. Nelson, your principal objection is not to the basic competency of the evidence at all. That is to say, Mr. Denison tlid receive this document, and, assuming it was circulated, you still clearly think it is inadmissible?

Mr. Nelson: I do. You just cannot introduce a document and allow inferences to be drawn without any truth or proof in the document. And, of course, there is a lot more fact in this that is not included in Mr. Dahling's question. The inference sought is that somebody, or some foreman, caused it to be circulated. An equal inference would be that the Company set it afoot.

Mr. Dahling: Did the Company set it afoot, Mr. Denison?

The Witness: No.

Mr. Nelson: I will object to that. How would be know? There is no proof of any verity or credence to be given to this document; there is no proof it came from anybody connected with the Foreman's Association of America, and there is no proof that it was circulated by foremen in the Packard Motor Car Company, and all those inferences are sought to be drawn from this document.

Trial Examiner Jaffee: My last remark was deliv1283 ered in the hope that possibly you gentlemen might
stipulate to something, or that Mr. Nelson might
concede something, if there was something to concede. I
think, on the present stage of the record, I will have to
sustain the objection, which I proceed to do.

Mr. Dahling: I then offer the exhibit in evidence, Mr. Examiner, as being a document which was received by Mr. Danison as an officer of the Company in the ordinary course or business and received by him as the officer of the Company to which documents of that character would be directed because of his position.

Mr. Nelson: I object to this even to that extent. As I understand Mr. Dahling's offer, it is now limited as an offer of a piece of paper that came to Mr. Denison, and

nothing more?

Mr. Dahling: That came to Mr. Denison as an executive of the Company, who would in the ordinary course of business, receive documents of this character if they were being circulated, in the plant.

Mre Nelson: Then you include the fact that it was circulated in the plant. I object to it. That is a substantive fact of considerable import and there is no proof of that.

have included the word "circulated" in your statement, I will still have to sustain the objection.

Mr. Dahling: Then I will remove the word "circulated."

Mr. Nelson: You mean, you are offering it just as a paper received by Mr. Denison?

Mr. Dahling: Yes.

Trial Examiner Jaffee: On that point, I think a little more foundation should be laid, because all we have at present is the witness' general conclusion and observation with reference to the paper.

"Q. (By Mr. Dahling) Mr. Denison, at the time this document, which has been marked Company's Exhibit 28, was received by you, in what capacity were you employed by

the Packard Motor Company!

A. I was Industrial Relations Manager and Assistant Secretary and Assistant Treasurer.

Q. As Industrial Relations Manager, did you get reports as a matter of routine as to the situation with respect to labor matters throughout the plant?

A. Yes.

Q. And if they were regarding disturbances of any character, would that notice come to you!

A. Yes.

Q. If people were distributing among the employees and the workers any documents or pamphlets contrary to the rules of the Company, would that notice come to you?.

1285 A. Yes.

Q. You would get that from various sources, would vou?

A. Yes.

Q. Did this document, Company's Exhibit 28, reach you in that manner?

A. Yes.

Q. And because of your official position at that time?

Mr. Dahling: I renew my offer.

, Mr. Nelson: I object to it, because the offer includes a

lot of factual material.

Trial Examiner Jaffee: When you say, Mr. Denison, or, rather, when you adopt Mr. Dahling's question which included the phrase "in that manner," did you mean by that to indicate any more than the fact that you received this document as Industrial Relations Mannager?

Mr. Dahling: Maybe I can clear that up. I only intended to leave the inference from the question that this document was received by him as Industrial Relations Manager at that time in the regular course of business, the same as he might receive any other instrument which might be distributed, or an attempt might be made to distribute it among the workers in the plant.

Trial Examiner Jaffee: Let me put it this way: You would expect to receive, as I understand it, any

document or information or knowledge of occurrences taking place in the plant which bore upon the work of your department?

The Witness: Yes.

Trial Examiner Jaffee: And such information might have to do with the circulation of a document or it might have to do with other aspects of personnel and labor relations which would not involve circulation of documents?

The Witness: Surely.

Mr. Nelson: Now, so presented, this document is without authenticity or relevancy or materiality.

Trial Examiner Jaffee: Specifically, how did you get

Company's Exhbit 28?

The Witness: It came to me from several sources. In fact, one or two of the sources were foremen themselves. They came to me from foremen, through other foremen that reported to me.

Trial Examiner Jaffee: I notice that the exhibit bears no signatures, although the first line in the body of it begins, "We, the undersigned, foremen, general foremen and supervisors," and so forth. Did the particular document you received bear signatures or did you receive it in its present form as an exhibit?

The Witness: The one that I received, I don't believe have signatures on it, but I did see one with signatures

on it. I haven't got it, however.

1287 Trial Examiner Jaffee: All right. The document is received in evidence for the limited and sole purpose of showing that it is the document which the witness received in his capacity as Industrial Relations Manager and for no other purpose.

(The document heretofore marked for identification as Company's Exhibit No. 28, was received in evidence.)

Trial Examiner Jaffee: I might point out in that connection an analogy with what has previously occurred in this hearing. Counsel for the Company several times objected to the Examiner's limitation as to certain testimony bearing on claimed reasons by the Foreman's Association for certain strikes, counsel for the Company indicating that there was a danger that the reviewing bodies might go beyond the limitations indicated by the Examiner. Now, here we have the situation reversed. I have no received into evidence a document with a limitation which I would expect the reviewing bodies to

observe. If there is a danger in the one case, then I suppose there is a danger in the other. If it is fair to impose the danger in one case, I suppose it is fair to impose it in the other. In both cases, the evidence has been received with the respective limitations.

I note counsel for the Board has arisen and I gather he

is about to speak:

Mr. Karasick: Yes, I would like to say something about your receipt in evidence of this document,

Mr. Examiner. I have no quarrel with what you say in regard to the document, but I would like to call your attention to the fact that it is received in evidence for the limited purpose offered, that being done notwithstanding the fact that I do believe a proper foundation has been laid for the receipt of such a document. I point to the fact that although Mr. Denison did testify as a result of your examination that he had received this document from several foremen, none of those foremen were named. There is no person named. There is no person named as having submitted the exhibit. The document is subject, it seems to me, to the same curse of anonymity that Mr. Nelson pointed out in his original speech. I have no feeling one way or another about the receipt of the document, but I think any document, to do any good in this record, should have a firm foundation laid for its receipt.

Trial Examiner Jaffee: The foundation necessary, of course, must be considered within the scope of its limits. I think a sufficient foundation has been laid for the document within the limitation indicated. Of course, the fact that I have received it does not mean you gentlemen cannot cross-examine on it. But I think, beyond what I have said, the matter to which you have referred would go more

to the weight than the competency within the limited purpose in the ruling.

Mr. Karasick: Of course, I do not agree with you, Mr. Examiner, but neither do you agree with me.

Trial Examiner Jaffee: That, unfortunately, Mr. Karasick, is the position a presiding officer gets into.

We will take a five-minute recess.

⁽A short recess was taken.)

Trial Examiner Jaffee: On the record. It has been indicated during the recess informally by counsel that since it is now four-thirty, and for other apparently good and sufficient reasons, we might as well recess at this time until the usual time tomorrow morning. The Trial Examiner has yielded to the blandishments of counsel, and we will, therefore, recess at this time until nine-thirty tomorrow morning.

(Whereupon, at 4:30 P. M., the hearing in the above entitled matter was adjourned to Friday, December 29, 1944, at 9:30 o'clock A. M.)

1290

Room 737, Federal Building, Detroit, Michigan, Friday, December 29, 1944.

Pursuant to adjournment, the above-entitled matter came on for hearing at 9:30 A. M.

Before:

Samuel H. Jaffee, Trial Examiner.

1292

PROCEEDINGS.

Trial Examiner Jaffee: Are you ready to proceed, gentlemen?

Mr. Dahling: Mr. Examiner, I have a question that I would like to ask Mr. Denison, a correction in his testimony.

Trial Examiner Jaffee: Yes.

ALSON G. DENISON

resumed the stand, was examined and testified further as follows:

Direct Examination (Continued).

Q. (By Mr. Dahling) Mr. Denison, you were asked yesterday whether or not you made a study of the amount of time worked by foremen over scheduled hours in their department and you answered that you did make such a study in April, 1944, picking 872 salaried foremen for the

study and that the average overtime for the entire/month averaged among these 872 foremen, in the amount of 54 minutes. Have you checked that matter since you gave this testimony vesterday?

A. Yes.

Q. What is the correct figure? ..

A. The correct figure is 94 minutes.

Q. What was the cause of the difference between the 54 and 94 minutes?

A. I would like to explain that. When a foreman works in excess of his schedule, we have no par-

ticular interest in the time that he clocks out. He may be around there because he is working up, perhaps, the bowling scores of his league or chatting with another foreman or any one of a thousand personal reasons and stays a half hour or an hour or so and clocks out late. We have no rule that he has got to get out of the plant at the end of the shift hours. So, we took the clocking out time, regardless of the reason. We do not know the reason for the man staying over. We cannot definitely say that the overtime we show recorded here was overtime work. Some of it undoubtedly was. I would be willing to say that a good portion of it undoubtedly was, but I am also quite convinced that at least a portion of it was not. All time in excess of 15 minutes we pay overtime in units of 155 minutes-recorded on the clock by foremen averaged for the month of April, 94 minutes per foreman.

Q. And that study covered 872 salaried foremen?

A. That is about an hour and a half for a whole month's average per foreman.

Q. And some of the foremen, I presume, might have worked more than that?

A. Yes, that is an average, correct.

Mr. Dahlinge-That is all.

Cross-Examination.

1294 Q. (By Mr. X-lson) Mr. Denison, do you have any notation of the number of foremen who were given retreactive pay about March 1, 1942 back to January 1, 1942?

A. I haven't it here, no.

Q. As a matter of fact, wasn't it just a few select foremen and the rest of them did not get it?

A. Oh, no, there were pages and pages of them, Mr. Nelson. I remember that very well.

Q. Why didn't they all get it?

A. As far as I know, all that worked did get it, if they worked a schedule.

Q. Your statement is that if they worked a scheduled

period of work they got their back pay?

A. In the months of January and February of 1942. I presume that is what you are referring to?

Q. That is right.

A. Then that is correct.

Q. Now, this application to the Salary Stabilization Unit was made after the foremen organized and after the foremen had made demands on the Packard, wasn't it?

A. Well, the date of the organization, of course, has been established here. I do not know that we even knew when they were organized in and of ourselves before. It was after the date established in this hearing, yes.

Q. The application was made by the Company without consultation with the Association or any of its members, wasn't it?

A. Correct.

Q. And there was nothing cooperative about the application so far as the foremen were concerned?

A. Well, Mr. Nelson, we did not recognize the Fore-

man's Association of America anyway.

Q. And you did not take the foremen into your confidence or consult with them about the application to the Stabilization Unit, did you?

A. Let me elaborate on that a bit. Any policy change such as the one you are referring to, is developed through consultations with plant managers and others, who in turn reflect the attitude and interests of their foremen and in probably many cases even consult with them. I don't know. If you were asking me if the committee that sat down to do this job included a member of the Foreman's Association of America, the answer is no.

Q. And you don't know of any consultation with foremen, do you?

A. By plant managers and others?

Q. By anybody in connection with this application?

A. No, no specific one, I know how they operate.

Q. Your statement is that on general principles, they do talk things over but you do not know if any conversations were had with any foremen on the application, for instance, affecting them?

A. That is right. I might add to that it affected a lot

of other employees also.

Q. Is it a fact that in the period you have been discussing here, which roughly is the period of organization of the Association, that the salaried help beginning with superintendents and above that, received a bonus each vear?

A. No, that is not correct.

Q. What exceptions are there to it?

A. We have what is known as an executive roll and that is known as a roll to which bonuses may be applied if there are any. That does not include all the categories that you have mentioned.

Q. Well, the bonus system does not apply to foremen, general foremen, assistant foremen and special assignment men, does it?

A. That is correct.

Q. Is it also a fact that the hourly rated assistant foremen receive from five to fifteen cents an hour more than the rank and file that they supervise?

A. The hourly rated assistant foremen?

Q. That is right.

A. I believe that statement is substantially correct but the great bulk of them receive at least ten cents an hour more, you said five cents to fifteen cents. .

Q. That is right and you are placing the bulk of

them at around ten cents?

A: I don't know that I can even agree with that, that there are any at five cents, I am not sure.

Q. But it does mathematically fall between five and fifteen cents, fifteen cents high and five/cents low?

A. Five cents, I believe, would be a rare exception.

Q. And wouldn't fifteen cents be a rare exception too?

A. I don't think so.

Q. I want to examine and come to Exhibit 28, Mr. Denison. I will ask you—

Trial Examiner Jaffee: (Interposing) Company's Ex-

hibit

Mr. Nelson: Company's Exhibit 28. By the way, do you have your original exhibit here, Mr. Dahling?

Mr. Dabling: I believe it is in the pile there (indicat-

ing).

Mr. Nelson: Is it conceded that the paper you offer is a copy you made?

Mr. Dahling: That is a copy.

Mr. Nelson: And it is not the one he received!

Mr. Dahling: It is a copy, yes.

Mr. Nelson: What I want is the actual paper you received.

1298 The Witness: What is Exhibit 28, Mr. Nelson!

Mr. Nelson: It is that letter dated April 25, 1944 and it is to the Executive Board of the International Union, United Auto Workers of America. I would like the exact paper that you received.

The Witness: Here in the courtroom?

Mr. Nelson, Yes, I would like it now.

The Witness: You mean the one I received here in the countroom?

Mr. Nelson: No, the one you received in the factory when this first came to your attention.

The Witness: I haven't got it here now.

Mr. Nelson; Where is it?

The Witness: I presume it is in my file in the office.

Mr. Nelson: I will be glad to excuse the witness then and let, him get it.

Mr. Dahling: I have the mimeographed copy from which these copies were made and I think that is in my file here somewhere.

Mr. Nelson: I will wait until you find it, Mr. Dahling, because I want the paper.

The Witness: I don't know. Might the original have been presented to the War Labor Board hearing, Mr. Dahling?

Mr. Nelson: A am perfectly willing for you to sit-

down, Mn. Denison, and assist in any way you can in locating the paper. 1299

Trial Examinera Jaffee: Let the record indicate that

the witness leaves the witness stand. Off the record-

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

Mr. Dahling: May the record show that I have handed to Mr. Nelson what I understand is the original of Company Exhibit 28.

Trial Examiner Jaffee: Very well. And let the record also show that the witness has resumed the witness stand.

Mr. Nelson: Now, I am going to ask that this paper be marked Company's Exhibit 28-A.

Mr. Dahling: I have no objection to that.

Trial Examiner Jaffee: There being no objection, it might be so marked

Mr. Nelson: Is that a suitable marking, Mr. Examiner?

Trial Examiner Jaffee: Well, in the absence of any objection on the part of the Company, it is all right. Mr. Dahling has given his permission. I assume you offer it in evidence, do you?

Mr. Nelson: I do, under same limitations as the original Company Exhibit 28 was offered. In other words, I offer this actually as a substitute for Company's Exhibit 28.

Trial Examiner Jaffee: It is received as a separate

1300 exhibit, Company's Exhibit 28-A.

(The document above referred to was marked and received in evidence as Company's Exhibit No. 28-A.)

Mr. Nelson: I wish it understood that I offer this document in evidence without waiving any objections I made to Company's original Exhibit 28.

Mr. Karasick: Do I understand that Mr. Dahling said this is the original of Company's Exhibit 28?

Mr. Nelson: The original of the one he received.

Q. (By Mr. Nelson) Mr. Denison, Company's Exhibit 28 A is the actual paper that you received in the factory at the time this matter came up?

A. Correct.

Q. The one you had vesterday was a copy made for convenience here in this case?

A. Yes.

Q. What is the N. A. W. A., if you will note the last paragraph there?

A. I don't know.

Q. Do you know of any such organization?

A. Not by those initials, no.

Q. Do you know of any such organization by any initials?

A. No.

Q. Will you take a look at this paper and tell me whether it is a paper of the stock, of the kind that 301 the Company had at that time?

Trial Examiner Jaffee: Are you showing the wit-

ness Company's Exhibit 28-A?

Mr. Nelson: I am, and he is examining it in the light. The Witness: I couldn't say.

Q. (By Mr. Nelson) You could not say?

A. No, it's a Hammermill Bond of some type.

Q. Can you make out the type of Hammermill Bond?

A. I can't make out the word ahead of the word "Bond".

Q. Did the Packard Motor Car Company at or about the time in question have Hammermill Bond stock in and about its premises for use in its affairs?

A. I don't know.

Q. Will you observe the typewriting and state whether you had typewriters of approximately that type?

A. Oh, yes. This is a mimeograph, I am quite sure.

Q. Oh, you think it is?

A. Well, don't you?

Q. I do not know.

A. I am quite positive this is a mimeograph job.

Q. And not typing?

A. Yes.

Q. Of course, the mimeograph would disclose the general confirmation of the type, would it not?

1302 A. Yes.

Mr. Nelson: Perhaps the Examiner would like to see it?

Trial Examiner Jaffee: Yes.

Q. (By Mr. Nelson) How many more of these do you ... have, Company's Exhibit 28?

A. This is the only one that I have.

Q. Are there any more in the possession of the Company,

as far as you know?

A. I believe there are, but I am not sure, because a number of others had them and told me they had them but I am sure they destroyed them because they were not as much interested in them as I was.

Q. So, at the present time, it would be your idea that this is the only copy of Company's Exhibit 28 in the

Company's possession?

A. That is probably true.

Q. Now, I want to ask you who brought that to you, I want his name?

A. You want the name of the employee?

Q. Yes, sir.

A. That was brought to me by one of our foremen training supervisors by the name of N. C. Rogers.

Q. N. C. Rogers?

A. No, no, I beg your pardon. It was brought to me 1303 by Al Sours.

Q. How do you spell Mr. Sours' name?

A. S-o-u-r-s.

Q. What is his position?

A. He is one of our foreman training supervisors, at

that time on the night shift,

Q. Just answer this question yes or, no, if you please: Did he make a statement to you as to where he got this paper, Company's Exhibit 28? A. Yes.

Q. What did you do with the paper when you got it?

A. I kept it.

Q. Did you do anything further with it?

A: With the paper?

Q. Yes, Company Exhibit 28 A?

A. Not that I recall now.

Q. Nothing that you recall now?

A. No.

Q. Just answer this question yes or no, if you please,

Mr. Denison: Did you call that paper to the attention of any of your superiors?

A. I am not positive. I am almost certain that I did.

Q. Well; give us your best recollection of the name of the persons to whose attention you called it?

A. I know I discussed it with others in the organization that might be considered on an equal basis as myself.

Q. Well, I asked you for a name.

A. Mr. Weiss and Mr. Floyd Bird.

Q. Anybody else?

A. Not that I recall. I believe I discussed it with Mr. Christopher, but I am not positive.

Q. Did you give it to Mr. Christopher?

A. I am not sure, Mr. Nelson.

Q. Were you present in his office, when that paper, Exhibit 28-A, was discussed with representatives of Chapter 5 of the Foreman's Association!

A. No.

Q. Were you present at any discussion of Company's Exhibit 28 with representatives of the Foreman's Association, Chapter 5?

A. No.

Q. The first time you discussed it was here in Court as a witness?

A. With whom?

Q. With anybody aside from the men, Weiss and Bird, as you have named them?

A. You asked me to name them.

Q. Yes, and you did.

A. I remember the discussions with Weiss and Bird. I am just as sure I discussed it with a number of

1305 other people as we went through the course of our business at that time. You want to remember a foreman's strike occurred just after the issuance of this paper, Mr. Nelson.

Q. And you knew it was going to occur at the time?

A. No, I didn't.

Q. Well, you knew there was ferment there in the plant at the time?

A. No.

Q. You did not know that?

A. No. I know this, if I recall correctly, the foremen of the Briggs Company were on strike at the time.

Q. At the time this paper came to your hands?

A. I believe so. You will notice the date on the paper is April 25.

Q. That is right.

A. The strike occurred at Packard, I think, around the 3rd or 4th of May, and if I recall correctly, the Briggs strike occurred about a week before.

Q. About a week before April 25?

A. No, about a week before the Packard strike.

Q. So the Briggs' men had just gone out when this came to your hands, probably?

A. I believe so.

Q. Now, answer this question yes or no, if you please, Mr. Denison: Do you know who composed this letter? 1306 A. No.

Q. So far as you are concerned, the letter is anonymous?

A. Yes, I think my previous answer covers that.

Q. And you received it from Mr. Sours?

A. I received this copy from Mr. Sours, yes.

Q. Did you receive other copies?

A. I am quite sure I saw other copies in the hands of other executives.

Q. You stated yesterday that you were pretty sure that you saw signatures or a signature of a paper like Company's Exhibit 28-A.

A. There is a signature on here (indicating).

Q. A signature?

A. I assume it is a signature, I don't know that.

Q. Where is there a signature on that?

A. In the upper righthand corner. Q. You mean that pencil notation?

A. It is a name a department symbol that I recognize. Q. Whose handwriting is that in, Timberman?

A. I don't know.

Q. 1s it yours? A. No.

Q. Is it Sours'?

A. I don't know:

Q. Do you know the handwriting at all?

1307 A. I know Mr. Sours' handwriting; I'm quite sure it isn't his.

Q. Do you know the handwriting in which the word "Timberman" appears there?

A. No the symbol "D. S. B." follows.

Q. Yes, that is one of your departments, is it not?

A. Yes.

Q. What department is it? I really just want the information; I am not trying to test your recollection.

A. A D division material handling department.

Q. Now, did you have a man by the name of Timberman in that department at that time?

A. I understand he was a CIO steward.

Q. He was not a supervisor at all?

A. Oh, no.

Q. Can you give me the name of any person who you would claim signed some one of these Company's exhibits 28-A?

A. I couldn't tell you. At the time I was told of some,

but I didn't make any mental note of it.

Q. I am not asking you what you were told. If you will observe, Mr. Denison, I have carefully avoided asking you what you were told. I have stuck to what you saw and what you know yourself, and I am doing so in this question: Can you give us any name that you ever saw signed on Company's Exhibit 28-A?

1308 A. No.

Trial Examiner Jaffee: Or on any copy thereof?

Mr. Nelson: I am referring not only to this paper but any similar paper or copy.

The Witness: No.

Q. (By Mr. Nelson) So the answer is that as far as the paper itself is concerned, you could not, of your own knowledge, say that you ever saw a signature on it, could you and give us the name of the person?

A. Not positively, no. I have seen other copies and my recollection is that there were some signatures on them but it is very difficult to remember. You will remember that was back in April, Mr. Nelson. I wasn't particularly.

interested in any names on there; I was interested in the general proposition.

Q. (By Mr. Nelson): Well, you were interested in whether the CIO was organizing the foremen or not, weren't you?

A. Correct.

Q. Was the name Timberman, D. S. B., on that Exhibit 28-A, at the time it came to you?

A. Yes.

Q. And you have not changed it in any way?

A. No, I haven't touched it.

Q. Did you call Mr. Timberman in?

A. No.

Q. Did you have him called in anywhere down the line?

Q. Did you have any conversation with Mr. Timberman? A. No.

Q. Direct or indirect?

A. No.

Q. As I understand it then, you did not either call Mr. Timberman or cause him to be called in or say to him in effect, "Look, what are you doing with this and what do you want to do about this?" You didn't do anything of the kind, did you?

A. No.

Q. Did you call in any foreman or representative of the Foreman's Association and in effect show him C-28-A and say, "What about this, what do you want

A. No.

Q. You didn't do anything of that kind?

A. No.

Q. As far as you know, neither did any other officer of the Company?

A. I cannot say anything as to what they would do, or as to that.

Q. You don't know that they did anything of the kind? A. No.

Q. I am not asking you to say that they did, I am asking you whether your as a Labor Relations man, knew of any other officers or some of your superiors calling in Mr.

Timberman or a foreman or representative of the Association and saying to them in effect, "What about this, what do you want about it?"

A. No.

Q. You don't know of any such event as that at all?

A. No. .

Q. And your answer is no, isn't it, Mr. Denison?

A. That is correct.

Mr. Nelson: Will you mark this as Exhibit 42?

(Thereupon, the document above referred to was marked Petitioner's Exhibit 42 for identification.)

Q. (By Mr. Nelson): Mr. Denison, I hand you Petitioner's Exhibit 42 for identification and ask you to compare the handwriting of Timberman, D. S. B. on Exhibit 42 with that on Exhibit C-28-A.

Trial Examiner Jaffee: Will you read the last question, please?

(Question read.)

The Witness: I am not a bandwriting expert, but they look to me to be the same.

Q. (By Mr. Nelson): So, as a layman, it looks to be the same signature?

A. Yes.

Q. Would it help you any in answering these questions if I advise you that the handwriting on Petitioner's Exhibit 42 is that of Mr. Prosper Traen?

A. In what respect?

Q. In answering these questions. If I gave you that information would it help you?

Trial Examiner Jaffee: You mean in the last series of

questions you asked?

Mr. Nelson: Yes. I will say to you, Mr. Denison, that that is the handwriting of Mr. Prosper Traen, President of the Packard Chapter of the Foreman's Association of America.

Mr. Donovan: On what?

1312 Mr. Nelson: On both, we claim. It certainly is on 42 because I just handed him a piece of paper and had him make it here at the table.

Mr. Dahling: What is the point?

Trial Examiner Jaffee: I am not sure what you are getting at.

Mr. Nelson: I am not trying to take a man of Mr. Deni-

son's experience by surprise.

Q. (By Mr. Nelson): Now, if the word Timberman, D. S. B. on Exhibit 28-A is the handwriting of Mr. Prosper Traen, do you want all of your testimony to stand as to where you got that letter and what you did with it and what occurred in connection with it?

A. Absolutely.

Q. You want it to stay just as it is?

A. Yes.

Q. And gou agree that the handwriting appears to be similar, just as a layman and not as an expert?

A. Yes, maybe Mr. Traen is a good forger.

Q. No, he has just written it at my request,

Trial Examiner Jaffee: Well-

Mr. Dahling (Interposing): Mr. Examiner, if Mr. Traen says that that is his signature and he wrote it on the exhibit why we have no objection to that.

Mr. Nelson: It is our claim, of course, that we investigated the source of that and found it not to be Mr. Timberman who put it on the paper and later it came from Mr. Denison.

Trial Examiner Jaffee: Is Mr. Traen here now?

Mr. Nelson: He is right here.

Trial Examiner Jaffee: You are still under oath, Mr. Traen, did you just sign that slip!

Mr. Traen: I just sigued it, yes. Mr. Nelson: I will show it to him.

Trial Examiner Jaffee: Just a minute. I understand, for the protection of the witness, since all of us are sometimes inclined to overlook the fact that what we intend to say as a pleasantry sometimes may not appear that way in a cold transcript, I am sure the witness would want me to say that when he used the word "forger" in connection with Mr. Traen, he said it accompanied by a broad smile and obviously meant it as a pleasantry. I might also say that once or twice in the record, in the past, I have made certain remarks intended in a like vein and as you read it in cold print, somebody might get the wrong impression.

Mr. Nelson: On behalf of Petitioner, we had no intention of imputing a serious intent to Mr. Denison's statement to Mr. Traen.

Trial Examiner Jaffee: I am sure you did not. Sometimes other people read the record a long time afterwards, and they are not here and do not see what happens.

Mr. Nelson: I offer Exhibit P-42.

Trial Examiner Jaffee: Il is received.

(The document heretofore marked Petitioner's Exhibit 42 for identification was received in evidence.)

Q. (By Mr. Nelson): So far as any knowledge you have of Company's Exhibit 28-A, in itself, is anonymous and the circulation of it in the plant is anonymous.

Mr. Dahling: You mean he does not know who circu-

lated it?

Mr. Nelson: He doesn't know who composed it or circu-

lated it.

Trial Examiner Jaffee: May I amend that by adding that I would like to construe the evidence at the moment to mean that he doesn't know, and I emphasize "know", that it was circulated at all.

Mr. Nelson: I did not want to ask him that again but I will add the Examiner's questions. You don't know that it was circulated at all, de you?

The Witness: As to positive knowledge and seeing it done and signed, the answer is definitely no. If I

1315 might qualify that? I will want to say this, that the information came to me from a number of different sources that these things were running through the plant. I had one and that was the only one I wanted. I made no effort to get any more or to go out and snoop to see what was going on with regard to it. I felt quite sure that from the number of reports that came to me, that that was sufficient evidence that it was going on.

Mr. Nelson: And you didn't call anyone and have a talk with them or anything about it?

The Witness: No, I did not.

Mr. Nelson: That is all.

The Witness: Let me qualify that, Mr. Nelson. By "anyone or anybody" I mean anybody of the ones that

you mentioned of the Foreman's Association or the CIO stewards.

Mr. Nelson: Anybody that might be in any possibility responsible for the preparation of the paper or the circulation of it.

The Witness: My discussion of it was limited with men whom I worked with from day to day, general executives like Mr. Bird and Mr. White and others.

Mr. Nelson: And Mr. Sours?

A. Mr. Sours, yes .

Mr. Nelson: That is all.

Q. (By Trial Examiner Jaffee): Mr. Denison, you 1316 indicated that as a result of what was handed to you, and what was told to you, you became convinced—and I think I am quoting you—you became convinced what was going on—think that is the phrase you used—do you mean by that that you became convinced of the circulation of the paper.

A. Yes. If I might elaborate on that a bit. I want to make this clear, Mr. Examiner, if Mr. Sours brings a paper like that to me and he says he has been told by the fore-

man that this is-

Mr. Nelson: Let me interrupt to impose an objection to the question and answer because they are all hearsay.

Trial Examiner Jaffee: Well, I think-

Mr. Nelson (Interposing): Of course, I cannot overrule the Examiner, obviously.

Trial Examiner Jaffee: You can object to an Examiner's

question.

Mr. Nelson: I object to the question and answer as calling for hearsay.

Trial Examiner Jaffee: The witness started-

Mr. Nelson (Interposing): And calling for a conclusion. Trial Examiner Jaffee: The witness started to volunteer

something beyond the answer to the question. The question is proper and the answer to the question

was proper but the witness started to volunteer something beyond it—

Mr. Donovan (Interposing): All Executives get reports that are hearsay and routine and normal and necessitous

in procedure. They find out what is going on in the plant from reports of men whom they can depend upon.

Mr. Nelson: But that does not enable him to put it in

evidence.

Trial Examiner Jaffee: That is the point. All of us in our everyday dealings act on hearsay. No business could operate properly without a degree of hearsay information being received. If the top executive had to rely on personal knowledge, as we use the term in lawsuits, I do not see how any business could function. However, I suppose that in turn the court has to operate to a degree on a bit more strict principle.

Mr. Karasick: If the witness wants to qualify his answer to the question he should be permitted to do so and if it is improper after he has finished his answer, a motion may

be admitted to strike the answer.

Trial Examiner Jaffee: The witness' last few words given by the witness on his part, as to the volunteer

addendum, indicates the impropriety on the face of it, so I will sustain the objection as to the last part.

The Witness: You mean that you want me to go on

with that elaboration as I called it?

Trial Examiner Jaffee: Well, it is difficult to know whether part of it might be good and part of it might not. You started out with some parts which were clearly improper. I don't know whether it is up to me to try to separate in advance what might be good and what might not.

Mr. Dahling: Of course, Mr. Examiner, it has been our position that Mr. Denison because of his position in the Company had these reports coming to him because of his position and as a matter of routine in the ordinary course of business. And that he can testify to them as a fact. That came to his knowledge in his official capacity.

Trial Examiner Jaffee: What facts are you talking

about !

Mr. Dabling: Well, the circumstances surrounding the

circulation of these petitions, Exhibit 28.

Mr. Nelson: Then hearsay on the broadest possible basis would be admissible. If you are to rely on hearsay evidence of two representatives of the Company getting

together and talking, do you want the conversation in the record? That was just what Mr. Denison was offering.

1319 Mr. Dahling: Not that broad.

Mr. Nelson: That is my objection.

Mr. Dahling: It is to some extent limited, Mr. Nelson. These reports that people in industry get from others in management come to them and if they do come to them in the regular course of business and as a matter of routine, I think they are admissible as facts.

Trial Examiner Jaffee: You don't claim, Mr. Dahling, that papers like this, circulated, are circulated as a matter

of routine?

Mr. Dahling: Yes, because it is part of the duty of those in the Company who have the obligation to check up on what is being distributed through the plant to report back to certain officials in the Company, and that deals with the worker or when it deals with the foreman, to report that matter to the Industrial Relations Department.

Trial Examiner Jaffee: I assume from that, Mr. Dahling, that what you mean by that is that it is the duty of the officials in the plant to report to the Industrial Relations or Labor Relations Department or Personnel Department, matters which affect their department, no matter what the

particular item happens to be?

Mr. Dahling: I was specifying the distribution of pamphlets. That would be the responsibility and duties of them.

Mr. Nelson: Would you then object if I were to offer to show what Mr. Traen and Mr. Turnbull said when they met on the same proposition?

Mr. Dahling: You have a different proposition there. What offered happened with the internal workings of the

Company.

Mr. Nelson: Well, one of them is president of the Chapter and the other on the National Board, and they have a duty to meet and talk with each other. Of course, you would object to that evidence because they have a duty to the Association and you make a distinction because it is not a duty to the Company.

Trial Examiner Jaffee: You made a point yesterday in

arguing for the admissibility of Company's Exhibit 8—I thought then and I think now that you were stretching it somewhat—I don't mean in any attempt to deceive the Examiner. Of course, we will disagree as to what constitutes admissible evidence. You are stretching a bit the applicable rule of evidence with reference to what you call reports received in the usual course of business. I did receive Exhibit 28 with remarks indicated in the record.

I do not think that the principle of what you term reports received in the usual course of business goes

to the extent of receiving matters such as you have sought to introduce, that is to say, the entire conversation of the nature that is involved in Company's Exhibit 28. In general those so-called reports have to do with writings, received in the regular course of business by people whose business it is to receive them.

Mr. Nelson: In handwriting and signed by the person in

authority and in that position, Mr. Examiner.

Trial Examiner Jaffee; I would not be quite so technical as that. At any rate, I do not think it goes to the extent that you, Mr. Dahling, have sought to apply that rule of evidence and I think an inspection of Wigmore, et al., will bear me out.

Mr. Donovan: As a matter of fact, Mr. Examiner, during the present conditions of greatly augmented production force represented by an active union, to-wit, the CIO, and no presence of other union interests in the employees, leads to reports that would otherwise be made in writing being verbally made for such good reasons as this. Written remarks about the activities, union activities of an employee, are very difficult and present a very difficult problem for the employer under the National Labor Relations Act, as meaning interference within the meaning of the act

of Unfair Labor Practices. Unfair labor practices may be inferred from various like actions. Where writing may be pointed to they give ground for fear that they will cause hearings and charges of unfair labor practices. It is not at all unusual that reports received by a man like Mr. Denison in his position at the business end of the Labor Relations Department, would be partly verbally as well as in writing, and not in the old sense of a strictly

evidentiary rule, as suggested by Mr. Nelson, as such report in a formal nature on a form signed in writing by a particular man, on which management might depend for information, would have slight applicability under the present condition. I think that is a thing that might enter into the diposition of the evidentiary document. I think it should.

Trial Examiner Jaffee: I point out in addition Mr. Donovan, there has been no showing that other—and we might probably term it—better evidence is not available. There has been an attempt made to get into evidence, at least the inference, that this document was circulated. Second, that it was circulated by foremen, using the broad sense; and, third, that it was circulated improperly, and so forth. As far as the present stage of the record goes, that, if true, could be proven by people who either did the

circulating or who actually saw the circulating being
 done and who saw the persons engaged in the circu-

lating: If, for no other reason, it seems to me, it is proper for me to rule, and, in fact, it is one of the bases for the ruling; I do not think we ought to get this second-or third-hand information; we ought to get it direct. In all vievent, I think it would be more appropriate, perhaps, if the witness answers specific questions rather than going on saying something that is not in response to any pending question.

Mr. Nelson: I want to interpose a motion now to strike from the files Company's Exhibit 28, and with it, of course, Company's Exhibit 28-A.

Trial Examiner Jaffee: The motion is denied.

C. (By Mr. Nelson): This man, Timberman, is in this man Crawford's division, is he not?

A. No-well, in that division, but not reporting to Crawford.

Q. No, I said nothing about reporting to Crawford. Timberman is in Crawford's division?

A. So far as the area is concerned, yes.

Q. And as far as supervision is concerned?

A. No, he does not report to Crawford either directly or indirectly.

Q. He is a steward of some division of the CIO, is he not; that is your information?

1324 A. That is correct.

Q. He is not a foreman, Timberman?

A. No.

•Qand he is in Crawford's physical Sivision, if you want to call it that way?

A. But reporting to another division head, not Mr.

Crawford.

Mr. Nelson: The is all. Q. (By Mr. Katasick): Mr. Denison, how many plants or buildings are there at the main plant of the Company?

A. How many buildings? , Q. Yes.

A. Understand, Mr. Karasick, taking this building, as an example, it is one building or it might be four wings and, therefore, it is called four buildings. In our designation of buildings, we would probably call this four buildings. I just want to make that clear. I think I have some ; figures on that basis of designation.

Q. You mean, if a building branches out in one or more

wings, each wing might be called a building?

A. For our purpose, ves.

Q. Can you tell me how many buildings there are, I mean separate physical structures?

A. No, I can't, because we designate them on the basis

I just described:

1325 Trial Examiner Jaffee: The difficulty is unless we get the exact definition of buildings, we do not know what the figures would mean.

Mr. Karasick: We will try to get it, Mr. Examiner.

The Witness: 115, that's an area of a plant about a mile long and approximately a quarter of a mile wide.

Q. (By Mr. Karasick): Are those 115 buildings enclosed, that is, with a fence, or something-

A. (Interposing): No, there are streets that run through but the plant would be on one side of the street and on - the other side of the street there is no grade space between these buildings.

Q. There are over-passes and under passes between the separate physical structures?

A. There are several of those,

Q. And all these buildings are in the same general area?

A. Yes, you take an area approximately one mile long and a quarter of a mile wide, all these buildings are within that area.

Q. Now, does the Bundy plant on Hearn Avenue consist

of one separate physical structure or more?

A. I have never been inside the building, Mr. Karasick, but my understanding is it is one building, in this regard, I think there is an office in the front and a factory adjoining the office, which you might call—two buildings.

Q. Is that true of the Hupp plant on Milwaukee Avenue?

A. In the Hupp plant, we have a part of one of the Hupp Buildings, as Lunderstand it, I have never been in that building yet.

Q. But it does not consist of two or more buildings, your properties at the Hupp plant?

A. From what I know, it doesn't.

Q. Can you tell me what the present total number of employees are at the main plant? You say the figures you gave previously, Mr. Denison, included the Hupp and Bundy plant.

A. I said 32,583.

That is right, including the Hupp and the Bundy plants.

A. I can estimate it, and that's all.

Q. Give us an estimate for the Hupp plant first?

A. The main plant only, at the time of those figures, which was November 30th, would comprise about 32,000 employees.

Q. There would then remain about 533 who would be either at the Hunn plant on the Brands of the Property of th

either at the Hupp plant or the Bundy plant?

A. That's my estimate. If it is of any importance, I would be glad to get those figures for you, Mr. Karasick.

1327 Q. I wish you would get the figures of the number of employees at the Hupp plant.

A. As of November 30th?

Q. Yes, and the number of employees at the Bundy plant.

A. I will be glad to do so.

Q. You do not have those figures available with you now!

A. No.

Mr. Donovan: You mean the total number of employees of all sorts, Mr. Karasick?

Mr. Karasick: Yes.

The Witness: You understand, I believe, that these plants are just starting up, particularly the Hearn Avenue plant, and to some extent, the Hupp plant. I can get the figure as of November 30th.

Q. (By Mr. Karasick): That will be satisfactory in order that the Board may see what the present state of employment is at each of these plants.

A. Yes.

Q. While you are on this point, Mr. Denison, I take it that it is anticipated that the Hupp plant and Bundy plant will work up to a total personnel figure the Company has in mind?

A. I stated some figures earlier, I believe, during Mr. Dahling's questioning, that there were approxi-

1328 mately 1,000 at the Bundy plant and approximately 600 at the Hupp plant. That's the probable objective, as I understand it now.

Q. Both the Hupp plant and the Bundy plant are now manufacturing the same type of materials, or part of them, that you are manufacturing at the main plant today,

is that correct?

A. In the Aircraft Engine Division.

Q. Yes, what is your expected rate of increase at the Hupp plant and at the Bundy plant to reach the figures that you have given?

A. You mean when will we reach them?

Q. Yes.

Trial Examiner Jaffee: You mean as to the number of employees?

Mr. Karack: Yes.

The Witness: When we will reach the 1,000 at the Bundy blant?

Q. (By Mr. Karasick): Yes.

A. I don't know, Mr. Karasick.

Q. You have no idea!

A. I think I can get that also.

Q. All right, and the same for the Hupp plant. A. Yes.

Q. In other words, it may help to know how many employees you have and you intend to hire, if you can, of course, per month, until the period that you reach your total employment figure at each plant, according to the best calculations you can make at present. I understand you can only approximate the figures.

A. Yes.

Q. Who is in charge of the Hupp plant?

A. Well, it's under the division head, Mr. H. A. Garvey. He will be in charge, as I understand it, of both the Hupp and the Bundy operations.

Q. He is also in charge of the main plant operations?

A. He is in charge of the "C" Division and his organization chart was submitted in evidence.

Q. Actually, no, these are separate physical properties, they will be under the same operation and control as similar departments would be in the main plant?

A. Yes.

· Q. The only difference is they are physically separated?

A. The parts moving into these plants are coming from the "C" Division, of which Mr. Garvey is the head.

Q. The Labor Relations matters at each of these plants will be handled by the tame individuals who handle Labor Relations matters at the main plant?

A. Yes.

1330 Q. In other words, they will not have separate controls or operations, as far as management is concerned, at each of these two plants?

A. They will be looked upon the same as any other division in the plant is now. They will be handled, so far as I know, the same way Labor Relations and everything else is.

Mr. Nelson: You mean by that, just as though they were in this general body, a quarter of a mile long and a mile wide—or however you said that?

The Witness: That is correct, as far as I know, I think practically all services, and so on, will be handled as though they were in some building right next to the main

plant.

Q. (By Mr. Karasick): Did I understand you yesterday correctly to have testified that hourly-rated and salaried foremen—and I use the term generically now, are really the same that the amounts they receive are equivalent, the only-difference is the difference in pay, which is a matter of past historic basis. It makes no difference as to the amount they receive?

-A. I think generally that is a fair statement, yes. Of course, one is paid on an hourly rate basis and paid according to hourly rate principles; the other is paid

on the salary basis and paid according to salaried

1331 principles.

Q. But they receive approximately the same amount?

A. The assistant foreman on hourly rate will earn, I am quite sure, the same as an assistant foreman on salary.

Q. And that is true of the other classifications in ques-

tion in this proceeding?

A. I don't think there are any others but assistant foremen on the hourly rate. There may be a few more men, but very few, if any.

Q. Are there some women in the plant who would fall in the classifications we have been interested in in this

case; in other words, are there foreladies?

A. There are a few.

Q. Do you know how many there are and in what classi-

fications they fall?

A. I don't believe there would be over five, and I am quite sure they wouldn't be above the rating of assistant foremen.

Q. How are foremen in the four classifications classified under the Fair Labor Standards Act?

- A. You are thinking of the exceptions, like executive, administration and professional!
 - Q. Yes,

A. As executive.

Q. As executive employees?

1332 A. Yes. To qualify that, the special assignment men, I believe, on our last report to the Wage and Hour Division, were classified as administrative. I think they might just as well have been classified as executive, too, because of the dual function they perform.

Q. When were they so first classified?

A. Are you referring to the Fain Labor Standards Act now!

Q: Yes.

A. From the time of the Fair Labor Standards Act, from the time it became effective.

Q. And that, prior to the war, meant that persons qualified as executives under the Fair Labor Standards Act, would not receive overtime pay for work over the number of hours set forth in the Act per week!

A. If I got your statement, it was to the effect they would not receive it. I don't believe that in quite a cor-

rect statement.

Q. All right, then you correct me when I am wrong.

A. There is nothing to prevent any company paying overtime to foremen, as far as the Wage and Hour Division is concerned, but you are not required to do so under the Act.

Q. That is right. We agree upon that as being correct with respect to such a group of persons.

1333 A. You asked me a question back there about the date, I think the Fair Labor Standards Act became effective in 1938.

Trial Examiner Jaffee: In fact, that is the title of it, the

Fair Labor Standards Act of 1938.

Q. (By Mr. Karasick): I believe you stated vesterday that prior to the war when foremen consistently worked overtime, instead of paying them time and a half for the overtime so worked, you, instead, raised their base pay

so that it became an increase on a salary basis, is that correct?

A. You used the term "prior to the war." By that do. you mean Pearl Harbor!

Q. 1 do not know. If there is a distinction in dates, you

give it to me.

A. In my testimony I established definite dates. The one being the institution of the plan of payment of overtime effective March 1, 1942, and that plan in general was made retroactive to January and February preceding March, 1942. That brings us down to January 1, 1942. Prior to that, and beginning with the defense program, prior to Pearl Harbor, the whole thing was known as the defense program; not the war program, where there was consistent overtime scheduled, we increased the base rate

of those men. It wasn't large at that time, I mean the number of those men wasn't large at that time.

We weren't in high production in the Aircraft Engine Division nor in the Marine Engine Division.

Q. What I wondered was this, when you did increase the base pay of these men was.it your computation-well, what was your computation based on, how did you com-

pute the increase they were to get?

A. Prior to any changes, their base pay was on a forty hour basis. If, let us say, the foremen of the Tool Design Department-that's the department that had a great deal to do with getting the program rolling-were worki fifty, sixty or even 105 hours, their pay was adjusted accordingly.

Q. Was that computation based on the amount of time over forty hours they worked at straight rate or at one

and one-half time?

A. At straight time. .

Q. In respect to this ninety-four-minute average worked by foremen, I think you said in April, 1944-

A. (Interposing): You said "worked." I question that

term.

Q. You term it what it should be, then.

A. The time showing on the clock card over the normal quitting time of the foremen and generally his department.

Q. Let us call it time put in. Will that be satisfactory to you?

A. "Put in" to me means work in general, time in

the plant.

Q. This ninety-four-minute average you were speaking about was ninety-four minutes, as I understand, over the amount of time that they were to work in the plant. That was based on a ten-hour day, ninety-four minutes over the ten-hour day they were regularly scheduled to work?

A. You are taking that ten-hour day, assuming that is the only schedule we had. We had men from eight hours

on and some on twelve hours.

Q. On April 12th, when you made that study?

A. That's true at that time. Remember, in some departments we had three eight-hour shifts. But by and large, the greatest bulk of the factory, and, therefore, the foremen, worked a ten-hour 'day.

Q. And the ninety-four minute average was based on a

study computed from a ten-hour day?

A. Yes; of course, if a man was an eight-hour man, it was in excess of eight hours.

Q. Were there any eight-hour schedules in the plant at that time?

A. Yes.

Q. Were most of them eight or ten?

A. Most of them were ten hours; some were nine, as I recall, but the large majority were ten hours.

And, incidentally, of course, that was also five hours

on Saturday, a total of fifty hours a week.

Q. I see. If you will pardon me just a moment while I look through these exhibits, I want to get ahold of Company Exhibit 25 and ask you about it.

A. What is Exhibit 25, Mr. Karasick?

Q. It is a proposed change, or proposed changes in salary and vacation, holidays and sick benefits that you spoke of yesterday.

A. Here is one (indicating).

Q. Do you have a copy of it there? Thank you. Mr. Denison, Lewould like to ask you a question or two about Company's Exhibit 25, because I am not sure that I understood vesterday your testimony with respect to it. My

recollection is that you testified that foremen received certain privileges that regular employees did not, as set forth in the document. You pointed out such things as vacations, absence allowances, night premiums, extra vacations, I think, and separation pay, is that correct?

A. Well, a supervisor—a foreman supervises generally a number of hourly-rated employees. I take it you mean your statement to mean the men he supervises, and he

does receive these benefits, but the men he super-

1337) vises do not get them. Now, you mentioned the night premium. I qualified that by saying that we attempted to get more for the foremen than their employees get, but were unable to, and that is explained in this exhibit. We attempted to get five per cent for the foremen, but the Salary Stabilization unit limited us to five cents, which is the same thing the hourly rated employees get as night premium.

Q. As to the night premium, the regular employees—I mean by that the rank and file—and the foremen receive

the same benefits, is that right?

A. Yes.

Q. All right, now, let us go to—what is it, absent allow ances?

A. Yes.

Q. Do the foremen receive any greater benefits with respect to absence allowances than the rank and file employees?

A. The hourly-rated rank and file receive no absence

allowances.

Q. But the foremen do?

A. As listed here and as limited here by the Salary Sta-

bilization unit also, Mr. Karasick.

Q. All I am interested in knowing is whether or not foremen do receive benefits with respect to absence allowances that the regular hourly-rated employees do not?

1338 A. That is correct.

Q. Now, do foremen receive any greater benefits with respect to vacations?

A. Yes.

Q. As set forth in that document, is that right?

A. There is no comparison here. This indicates what a foreman does receive. If you want to know the differences, I can explain those.

Q. Would you?

A. Yes. The hourly rate employee does receive a vacation payment, but the qualified period for the vacation payment for the hourly-rated employees is much longer than indicated here for supervision. The qualified period for a two-weeks vacation for a foreman is one year; for an hourly-rated employee it is five years. A one-week vacation for a foreman, it is six months; for an hourly-rated employee, it is one year.

· Q. What about separation pay, are there any greater

benefits the foremen receive?

A There are no separation pay provisions for hourly-

rated employees.

Q. So that separation pay provisions apply only to regularly exempt employees, as you call them, or from assistant foremen on:

A. That is correct.

1339 Mr. Karasick: That is all, I believe.

Trial Examiner Jaffee: Any further questions of the witness?

Redirect Examination.

Q. (By Mr. Dahling): Mr. Denison, referring again to Exhibit 28-A, did you have that prepared?

A. 28-A being this letter or petition? No.

Q. Yes, being the document about whichewe have had considerable discussion yesterday and today.

A. No, I did not.

Q. Do you know where it was prepared?

A. No, I do not.

- Q. Was it, to your knowledge, prepared by the Company?
- A. No, I am quite sure it wasn't, but I don't know that positively,
- Q. When you say the Salary Stabilization unit, or rather, your petition to the Salary Stabilization unit in connection with certain adjustments with reference to pay, vacation, separation pay, and so forth, include others than

foremen, will you state for the purpose of the record just, what categories were included?

A. All exempt employees, Mr. Dahling, as defined by the Fair Labor Standards Act, where we apply that in our operations. That includes, in addition to foremen of all categories, superintendents, various office super-

1340 visors, various other supervisors, engineers, doc-

tors, various technical office employees that can qualify in the professional exempt classification, certain professional assistants that can qualify under professional exemption. There are others, but I can't think of all of them at this time.

Q. (By Mr. Dahling). So that would include all higher executives and administrative employees of.

the Company, isn't that true?

A. Yes, as we apply the exempt status, yes.

Mr. Dahling: That is all.

Mr. Nelson: I have a couple of questions.

Trial Examiner Jaffee: Suppose we take the morning recess at this time.

(Recess.)

Trial Examiner Jaffee: Are we ready to proceed, gentlemen?

Mr. Nelson: I have a couple of questions.

Recross-Examination.

Q. (By Mr. Nelson) Mr. Denison, is it a fact that if a man is demoted he does not get any separation pay, if he is demoted from supervision to an hourly rated maintenance and production worker—that he does not get any separation pay?

A. In a case where the change is effective immediately, in other words, a transfer, the answer is no, he does not, but if he is laid off, he does. Perhaps as in many cases, he may be laid off and called back again when another opening occurs; in that case he does get separation pay.

Q. That would be by reason of the layoff?

1342 A. Yes.

Q. And not growing out of the demotion?

A. As a matter of fact, Mr. Nelson, the Salary Stabilization Act prevented us in their ruling in paying it in many cases of transfer.

Q. The point about it is that if he is laid off, that is, not necessarily a demotion and he does not know about it until he comes back and there is no place in supervision that you can put him in, so you put him on an hourly rate of pay?

A. That is substantially true. A man may be laid off and given a semi-promise that we will probably have

something for him in two or three weeks.

Q. And he wants to go to work before you have a supervisory position for him, so you put him back to work in whatever you have?"

A. The point is-

Q. (Interposing) The point is that at the time you laid him off he does not—he isn't demoted. If he is demoted he does not get separation pay, so my statement is correct, isn't it?

A. Yes, that is correct.

Q. As the matter now stands without any representation of the foremen and no agreement, a member of the supervisory force taken into the Military Service who 1343 comes back has no representative as such, to take

up his situation and re-employment-

Mr. Donovan: (Interposing) Just a minute, I will object to that question because there are a variety of agencies having to do with nothing but that particular problem and there are a large number of appropriations that have been made. The Government has acted in that matter and I do not think this witness should be asked to answer that question for the purpose of drawing an unfavorable inference against the Petitioner—against the Packard Company. Probject to the question.

Mr. Nelson: I am referring to representation by supervisors as such, and not to public agencies. I will limit my

question to that.

Mr. Donovan: I object to the question for another reason. It is another way of asking whether or not the Company has collectively bargained with the foremen supervisory employees. We all know they are not.

Mr. Nelson: I put in my question, no representation and no contract as such. The supervisory force returning from Military Service is not represented in any supervisory organization whatsoever.

Mr. Dahling: By whom?

Mr. Nelson: Supervisors or Association.

The Witness: You know, Mr. Nelson, that there is a memorandum 190 on Selective Service in the Act which provides for re-employment of anyone going into the Service by the Company which he left.

Mr. Nelson: That still leaves a lot of questions to be decided, if the man happens to be a supervisor, doesn't it?

The Witness: Not many.

Q. (By Mr. Nelson) It leaves some questions?

A. No, not if he left our employ.

Q. In other words, you are so good at that at Packard's that you eliminate all questions?

Mr. Donovan: I object to that. He is arguing with the

witness.

Mr. Nelson: In other words, the Packard Company is so careful in those matters that there are no questions to

be decided, is that right?

The Witness: We are extremely careful in the matters and are quite familiar with the provisions of the Selective Service Act and the memoranda issued by the Selective Service Division.

Q. (By Mr. Nelson) Within those limitations, the man is

without any supervisory representation, isn't he?

A. Correct, in the form of a Union, yes.

Q. And there will be no other supervisor who will come forward to speak for him and assist him. You do not recognize anybody competent enough to do it, any supervisory body?

A. Surely. I would speak for him, any of his superiors would speak for him and any of the executives of the

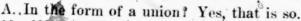
Company.

Q. Sure.

A. If you are implying that we have no interest in the

man at all, that is dead wrong.

Q. I didn't say that. I said he has no supervisory representation, recognized as such under the present setup.



Mr. Nelson: That is all.

Trial Examiner Jaffee: Are there any further questions of this witness?

Mr. Karasick: Yes.

Q. (By Mr. Karasick) Mr. Denison, do foremen in the

plant have seniority?

A. Seniority? By that you mean men under a contract? No. But if you mean do we recognize the man's service in the Company or in our dealings with him, absolutely, yes.

Q. In what manner, and to what extent?

A. Perhaps if you can tell me what you mean—I would say this: The demotions and promotions or anything that affects him—in those things, his length of service is

. considered. It may not be the only consideration

1346 but it is a consideration that is never overlooked:
Q. I would like you to refer to Company's Fr

Q. I would like you to refer to Company's Exhibit 25 again. You have a copy of that available, I believe.

A. Yes.

Q. On the second page there is an explanation of the method by which extra vacation credit is awarded. Those extra vacation credits are the same for non-exempt and exempt employees, are they not?

A. That is correct.

Q. Non-exempt employees mean employees below the rank of some supervisory status?

A. On a salary. In this instance this is a salary per-

sonnel policy, Mr. Karasick.

Q. And that would include non-exempt employees—that would cover hourly salaried employees who do production and maintenance work?

A. Not hourly salary.

Q. Salaried employees who do production and mainte-

mance work throughout the plant?

A. If there were any, it would include them, but there are none. Non-exempt salary employees in general include clerks, stenographers, typists and draftsmen—

Q. (Interposing) Someone other than a supervisor?

A. Supervisor, administrator or professional.

Q. Now, again referring to that document, the provision for computing vacations allowed to both non-exempt and exempt salaried employees are the same, are they not?

A. Yes.

Q. That is also true with respect to separation pay?

A. Yes.

Q. Turning to page 3, with respect to dismissals?

A. That is part of separation pax, yes.

Q. And discharges?

A. Yes.

O. And resignations when two weeks notice has and has not been given?

A. Yes.

Q. And inductions into the Armed Services?

A. Yes.

Mr. Karasick: That is all.

Recross-Examination.

Q. (By Mr. Nelson) Mr. Denison, isn't it a fact—referring to the matters which we talked about a moment ago—that it is the everwhelmingly general practice to demote the supervisor instead of laying him off?

A. Yes.

Mr. Nelson: That is all.

The Witness: To keep him in our employ, yes.

Mr. Nelson: You demote him first?

The Witness: Yes, that is correct.

Mr. Nelson: That is all.

Mr. Donovan: Mr. Examiner, may I have it appear on the record that a demotion may be necessarily involved in an attempt by the Company to retain a man in their employ rather than let him go sometimes under very difficult situations. I think counsel hopes for some unfavorable connotation from the use of the word "demotion." There might be action by the Company in retaining a man by transfer which would necessarily involve a lower pay and which would not be unfair and an unfriendly act between Management and that employee.

Trial Examiner Jaffee: Your statement is noted, Mr. Donovan. Are there any further questions?

Mr. Dahling: I have a few questions.

Redirect Examination.

Q. (By Mr. Dabling) I have a few questions on demotions and separation pay. We will say, Mr. Denison, that you have an assistant foreman and the production goes down and you have no further need for the assistant foreman, if that assistant foreman is then given other work with the rank and file, is that what you term a demotion?

A. Our terminology is generally transferred, I believe the word "demotion" as used by Mr. Nelson so applies,

yes.

Q. You don't use the term "demotion"? You callit a-

1349 /A. Yes, we generally refer to it as a transfer.

Q. This assistant foreman who would be transferred back into the hourly rate, would lose his status as assistant foreman but not necessarily because of any fault on his part?

A. That is true in a great majority of cases, yes, if it is tied in with a layoff in the department or division of

the plant.

Q. In the days of the manufacture of automobiles, and a change of models, wasn't it necessary to lay off a large number of men?

A. Yes.

Q. That happened every year, didn't it?

All A layoff every year? No.

Q. How often?

A. There would be a brief shutdown while a model change was going on. We did not look at it as a layoff. It might have been a temporary layoff. A layoff to us is a complete severance with the Company.

Q. And separation pay relates to a complete layoff, a separation of an employee from employment with the

Company!

A. That is correct.

Q. And if your assistant foreman is transferred from an

assistant foreman to an hourly rated employee and takes up his job immediately, that is not considered a layoff?

1350 A. No.

Q. And he receives no separation pay in that event?

Q. On the other hand, if he was separated from the Company and then hired back again, a matter of two weeks, he nevertheless, would get his separation pay!

A. Yes.

Mr. Dahling: I have no further questions.

Q. (By Trial Examiner Jaffee) Mr. Denison, I think one of the charts which is part of the Company Exhibit 22 series, indicates—if my memory serves me correctly—that there is a Labor Relations Department—and perhaps I use the word "department rather loosely—a labor relations department, an industrial relations department, a personnel department and an employment department. I wonder if you could, for the record, indicate what those are generally and their relationship to each other.

A. The departments that you mentioned are all part of the industrial relations—let us say division—and the industrial relations division is split into two groups, one is the labor relations, which in general has to do with dealings with labor organizations, almost that and nothing more, and the other group is the personnel group which comprises the employment or procurement of employment of procurement of employment.

ployees and in general all employee services, such as feeding, insurance, hospitalization, coordination,

· gasoline rationing and a number of other matters that come under the heading of employee services.

Q. What is this department or group which is known as the employment department?

A. That is part of the personnel division or personnel department.

Q. Would ou indicate for the record also the names of the persons who have charge, first, of the main labor relations division and these various groups you just mentioned?

A. The main division is the industrial relations manager, Mr. E. Patskowsky, the man in charge of labor re-

lations is Mr. Walter Smith, the man in charge of the personnel function is myself.

Q. And this employment section or group or unit, or

whatever it is, the employment department?

A. That is headed up by a man by the name of C. W. McCov.

Q. When, in the first stage of the grievance procedure, a rank and file employee goes to one or another of these four foremen and the matter is not settled there and it is necessary to go to the second stage, precisely where does it go?

A. In the first stage, if it is a grievance, a Union grievance, it is presented to the foreman by the

steward. If it is not satisfactorily settled, the steward takes it to what is known as a district steward. The district steward contacts a man in the labor relations division that is assigned to him or his division and attempts to settle it there. In many cases they will come back to the foreman that made the original decision. When the district steward comes back to the foreman he is supposed to come back with the labor relations man. There are other procedures above that. ...

Q. When you say "come back to the foreman" what do

you mean?

A. Well, here is a matter that the foreman has ruled on and given the chief steward his answer. The chief steward is not satisfied and wishes to appeal so he takes it to the district steward. The district steward then contacts the labor relations man assigned to the general area he is: in. Now, they may be able to settle it between them and in most cases the labor relations man is particular and wants to discuss the matter with the foreman. He might do it on his own. If the district steward wants to discuss it with the foreman, he is supposed to go to the foremanwith the labor relations representative with him.

Q. What I hean was, what do you mean by saying

"back to the foreman"!

A. Carry the grievance back to the foreman. The 1353 district steward has never been to the foreman in . any phase of it.

Q. At that point the grievance is primarily within the jurisdiction of the labor relations department?

A. Yes.

Q. And it is part of its job to go back to the foreman!

A. Yes.

- Q. And it is not a case where the whole grievance is passed back to the foreman for handling?
- A. The man who made the grievance is entitled to an explanation. Nothing is written in this stage of the procedure.

Q. What is the next step?

A. If the district steward is not satisfied with the decision rendered at that stage, he in turn takes it to the plant committee and the plant committee covers the entire plant and deals with the labor relations manager in that matter. At that stage it must be written.

Q. And there are further procedures still higher up, I

presume?

A. Well, there is a labor relations committee set up by the Company to deal with the plant committee, as a further appeal step.

Q. All right now, would it be a fair statement, Mr. Denison—without attempting to give any percentages,

which I suppose we can in the nature of things-

won't use the word "grievances," for the time being—are made by the rank and file in the belief by such rank and file, whether right or wrong that they honestly have a complaint?

A. I think that is a fair statement, yes.

Q. Of course, I am basing my questions to you, on, what I am sare is your general overall knowledge of your job!

A. Yes.

- Q. Would it be fair to say that they present and handle that grievance, or rather complaint in a substantially large portion of the cases, at least, would that be rightly or wrongly?
 - A. When you say "they" do you mean the foremen!
- Q. No, the rank and file, to begin with. That is, they think-

A. (Interposing) You said "present and handle." Per-

haps I do not know what you mean by "handle."

Q. I will strike the question and go to something else. Reference has been made by Mr. Keys to a booklet entitled "Foremen's Guide to Labor Relations," Bulletin Number 66 of the Division of Labor Standards of the United States Department of Labor. Are you familiar with that booklet in general?

A. I have read it sometime ago now, but I do not recall

it in detail.

Q. In a very general way?

A. Yes.

Q. On page 21 of that booklet under a heading on page 17 which is entitled and reads: "Suggestions for Handling Grievances," there appears in the first sentence of paragraph three on page 21, the following words: "Don't be afraid to say no when the facts warrant it." Do you think that is good advice?

A. I presume that is advice being given to a foreman?

Q. That is right.

A. Yes, when the facts warrant it, yes, undoubtedly.

Q. And I don't think it would be improper for me to say that I agree with you. Now that, as a matter of fact, I presume, is good advice, not to only the foremen, but to every Company official above the rank of foreman who handle the succeeding stages of the grievance procedure.

Q. Now, we have started out, I think-at least, I have assumed that, and your testimony would fend to indicate, I believe,—that a substantially large proportion of those grievances presented by the rank and file, at least, are presented with the belief that they have a good grievance and complaint or squawk, to use an inelegant term.

A. Yes.

Q. Now, I assume it is fair to say, or is it not, that in a great many of those cases, either the foremen. or higher officials in the handling of those grievances or complaints may think otherwise?

A. Yes.

Q. That is, they may think the complaint or grievance does not have merit?

A. Let me clear my thinking on it. Your question is a matter of sincerity! Whether the man is sincere in his grievance! I think in most cases he is. Relating to merit of the grievance, that the foremen will rule on.

Q. As distinguished from sincerity?

A. Yes.

Q. Despite the rank and file employee sincerity, the foremen and the people higher up in the various stages may think there is no merit to the grievance itself?

A. Oh, yes.

Q. Although you would assume, I suppose, that they still think that the man who made the grievance was sincere in making it?

A: In most of the cases?

Q. Yes.

A. Yes.

Q. In other words, you have an awful lot of people—
I won't use the word "awful"—a very large num1357 ber of people to deal with, of course, as in any
human institution and there are all kinds of people,
except, of course, the fact that the Packard employees
are probably better than other companies.

A. Yes, well, we claim that and of course, the foremen

too, generally.

Q. Now, will this be a fair statement: That however far this particular grievance may be carried, we may end up in a large number of cases, both a large and intrinsic number, relatively, where a grievance has been originally presented and thereafter carried on by the representative of the employee or even directly, with the utmost sincerity and good faith on the part of the person presenting and handling it for the employee, if he is represented by somebody else, yet, when the thing is over, the representative of the Company, including foremen of all grades, and the higher ups have been of the opinion that the facts have not warranted the remedying of that alleged grievance and have thus said no?

A. Yes. May I interject something there?

Q. Yes.

A. In grievance procedure I think it has been brought

out already that there are certain policies about grievances and I think it is difficult to define the word "policies"-that do not go through the foremen's hands.

We are talking about grievances that go through the foremen's hands quite largely?

Q. Yes. Would you also say that by and large there are at least some people in the plant at any given time who think they have valid grievances?

A. Yes.

Q. And would you say that that thought on their part is reflected to the rank and file, or would you include foremen, using the word broadly?

A. No, I think they apply to foremen as well as to their

estimate of their grievances.

Q. As to their particular estimate?

A. Yes, and of course, I qualify it by saying most of them. There are some instances, where there are sincere. ones in the rank and file and among the foremen.

Q. Your last answer may be a bit ambiguous in the record. In most cases they feel sincerely, as well as in a few

eases, some of them are insincere?

A. Yes, however, that means that even the sincere ones may be a delusion on their part from our point of view.

Q. To sum it all up, then, it comes down to the trite saying, "There are all sorts of people in the world".

A. Yes.

Q. Would you expect, as a man experienced in personnel relations, Mr. Denison, that what you have saidabout the situation at Packard is roughly true in

other plants?

A. I do not believe I am qualified to answer that.

Q. Let's go back to May of 1944 for the moment. I gather from the testimony that a substantial number of foremen were on strike during that period. Is that your. understanding? Sometime in May?

A. Are you referring to the Packard Motor Car Company?

Q. And other places as well.

A. 'A substantial number?

Q. Yes.

A. Yes.

- Q. To put it negatively, would on say that there were not at least some of these people who thought that they had a substantial grievance and a valid one?
 - A. That were on strike?

Q. That is right.

A. Well, Mr. Examiner, I am not too familiar with the situation in other companies. I believe—

Q. (Interposing) Let's take Packard.

a A. All right. The Packard strike, I think, it has been alleged, was for no other purpose than recognition. I do not doubt the sincerity of the foremen's desire for recognition of their Association.

Q. My question is specifically whether or not you believe that some of these foremen thought they had a valid grievance against the Company?

A. You are relating it to a strike that occurred in

May, 1944?

Q. Let's put it this way: Do you think that at least some of those foremen thought they had valid grievauces against the Packard Motor Car Company at the time in May when those strikes took place?

A. Without relating it to the cause of the strike?

Q. Yes.

Mr. Dahling: Mr. Examiner, aren't you asking the witness to delve into the minds of others? How can be testify as to what some of these foremen might have thought? I don't think there is much question that some of the foremen may have been sincere in their beliefs. Is that what you have in mind? I don't think there is any question about that.

Trial Examiner Jaffee: Let me put it in Mr. Dahling's language. Do you believe that at the time of these strikes in May a substantial number or a fairly large number of these foremen, at least, were sincere and believed at the time of those strikes that they had grievances against the Packard Motor Car Company?

Mr. Dahling: You say "a substantial number of these foremen."

Trial Examiner Jaffee: Let us break it down. Let's say some.

Mr. Dahling: If the witness will answer, or rather,

can answer what some man might have in his mind.

The Witness: I have some doubt how to answer that. I know a number of these foremen, I think, were sincere. We have said that they are deluded about their grievances. You are referring to a strike which they admit was caused merely for recognition of a Foreman's Union and was in no way tied to grievances. If at that time, you are asking me if they had some of them that were sincere and believed they had some grievances, I believe that is true:

Q. (By Trial Examiner Jaffee) Do you doubt the fact that of the large number of foremen involved at that time in connection with Packard, that some of them thought they had grievances against the Company aside from the question of recognition?

A. Some of them thought they had grievances?

Q. Yes.

A. Yes.

Mr. Donovan: Mr. Examiner, would you add to that question, "Before or after they joined the Foreman's Association of America"?

Trial Examiner Jaffee: At the moment the strike began, I will put it that way, at Packard?

The Witness: I suppose so.

1362 Q. (By Trial Examiner Jaffee) As a matter of fact, to put it in broad terms, as broad as possible, is it or is it not a fair statement to say that any given time among a thousand or so people, whether foremen or otherwise, we are inevitably bound to find some people who honestly and sincerely believe they have a legitimate squawk?

A. I agree. It probably applies to the National Labor Relations organization, as well as to any other, that is true.

Trial Examiner Jaffee: And in connection with that last remark, I also agree with it.

Off the record.

(Discussion off the record.)

Trial Examiner Jaffect On the record. Are there any further questions of the witness?

Mr. Dahling: I have a couple.

Redirect Examination.

Q. (By Mr. Dahling) Mr. Denison, in this matter of grievances or complaints, I presume that superintendents might have complaints and be very sincere in their belief that they should be remedied?

Mr. Nelson: I didn't know that a superintendent could, be mistaken.

The Witness: I haven't any doubt of it, Mr. Dahling—answering Mr. Dahling's question.

1363 Q. (By Mr. Dahling) How about your assistant manager? Might they also sincerely believe that they had a complaint?

A. Yes, and we hear them there, Mr. Dahling.

Q. Does that apply to the division managers also?

A. Yes.

Q. And to the vice-presidents?

· A. Yes. I have even heard those.

Q. And I suppose the president himself might feel he had a grievance that he wanted to take up with the Board of Directors?

A. I suppose so.

Trial Examiner Jaffee: Mr. Dahling, you are approaching pretty close to God.

The Witness: That is a good list of possible clients for

Mr. Nelson.

Mr. Nelson: That is quite an impressive list of probable clients, thank you.

Trial Examiner Jaffee: Mr. Dahling, I notice that you left out the industrial relations division itself.

Mr. Dahling: I was afraid to go into that,

Q. (By Mr. Dahling) Mr. Denison, I believe at this hearing this summer, the foremen put in testimony relative to certain alleged grievances, did they not?

A. Yes.

Q. And the Companies answered this testimony with the facts concerning the matter of these grievances:

A. Yes.

Q. Were any of the grievances which the foremen pre-

sented at those meetings substantial?

Mr. Nelson: Just a minute. That would be purely a matter of opinion. It is irrelevant and immaterial and he is seeking to pass upon all of the twenty-four volumes now.

Trial Examiner Jaffee: Read the last question, please.

(Question read.).

Mr. Dahling: Not any more than if the foremen are sin-

cere in their grievances.

Trial Examiner Jaffee: The witness may answer the destion. The answer may remain for the limited purpose of indicating the Company's position or claim as to such grievances. In other words, I am making the same ruling as I made when the question first came up and was presented, through evidence during the case of the Foreman's Association.

Mr. Nelson; But that question does not ask for a claim, it is for a statement of fact which can rest only in the opinion of the witness. I don't even know that he-was.

there at all.

Trial Examiner Jaffee: I am not too much concerned with the form of the question. I may point out to you, Mr. Nelson, in the form at least, in which the answers of Mr.

Keys were—to use him as an illustration—they went 1365 beyond the language of a claim and if I took those

answers in and of themselves without the limitations I placed upon them—they indicate more than a claim. I have received them to indicate the claim only, although in form here and there they go beyond it. They stand, so far as this record is concerned with my ruling, as only a claim, a statement of position, you might say, a sworn argument, that is all.

· Mr. Dahling: In accordance with your ruling, Mr. Examiner, the effect of the answer to this last question would be the same if the question had been framed in this way: Is it the claim of the Company that there were no sub-

stantial grievances?

Trial Examiner Jaffee: Yes.

The Witness: Is that the question I am to answer?

Trial Examiner Jaffee: Yes.

Mr. Nelson: That last one I still object to because their claims are irrelevant and immaterial and relate to another proceeding. Again it is not open to the objection the first one was.

Mr. Dahling: I am trying to comply with the Examiner's ruling.

Mr. Nelson: I disagree with his ruling to the effect that these claims can be stated here as evidence in this

case. I would have no objection to those things

1366 being stated in a brief or argument.

Trial Examiner Jaffee: I think, Mr. Nelson, that I ought to be consistent, even if, although I do not believe it, I am consistently wong.

'Mr. Nelson: That is what I suggested on this point.

It has got us into all kinds of trouble.

Trial Examiner Jaffee: Go ahead. The witness said yes in answer to the question.

Mr. Dahling: No farther questions.

Recross-Examination.

Q. (By Mr. Nelson) Mr. Denison,-

Trial Examiner Jaffee: (Interposing) Before you go ahead, I think I want to amend my last remark which was perhaps another one of those pleasantries. Of course, in saying that I believe I should be consistent, what I meant obviously is that if I afford a certain right or privilege to one side, I think I should accord an equal right or privilege to the other in similar circumstances, and that I have attempted to do.

Mr. Nolson: Will you mark this as Petitioner's Ex-

hibit 43?

(Thereupon the document referred to was marked Petitioner's Exhibit No. 43 for identification.)

Q. (By Mr. Nelson) I show you Petitioner's Exhibit 43; for identification, being two typewritten pages correspondence size and ask you if you saw a paper identical with or similar to that?

A. I am not sure, Mr. Nelson. I will say this: The first section of this looks, without my reading it, to the agreement that the foremen brought in about two years ago.

The latter I do not think I have ever seen—that is, the last part of it.

· Q. Wasn't the last part attached to the working agreement suggested?

A. No, the agreement was the only thing submitted.

Q. Did you ever see that in any form except the form that it appears there, Mr. Denison?

A. Are you referking to the first section?

Q. The whole thing:

A. I don't recall ever seeing the whole paper.

Q. The first portion you do recall some two years ago?

A. Approximately.

Q. Well then, hasn't there been the representation of grievances in writing made to the Packard Company for upwards of two years by the foremen?

A. In writing?

Q. Yes.

Mr. Donovan: Mr. Examiner, we formerly objected to such proceeding antedating and being prior to the election. Everybody agrees that it was not in force

1368 or effect. This is one of the things connected with prior events and antedates events which were held at Packard which is on record. I assume we have a con-

tinuing objection.

Trial Examiner Jaffee: I must observe—where, Mr. Donovan, do you get the harase "everyone agrees"? I gather that there is considerable disagreement.

Mr. Donovan: Everyone agrees that there was a Pack-

ard election at one time. It is on the record here.

Trial Examiner Jaffee: That is not the way you expressed it.

Mr. Nelson: I am doing my best to disagree with you.

Trial Examiner Jaffee: He may answer.

Mr. Donovan: Mr. Nelson, have you copies of what your

are showing the witness?

Mr. Nelson: I will dig them up. Yes, I can submit copies, but not in the form they have been attached to there. They are attached to a blue back and that is the only difference. I believe. That is Exhibit 33 and I give counsel copies thereof. It is a little different in form. It has a blue back.

Trial Examiner Jaffee: The copies are prettier, that is all.

Mr. Nelson: I was afraid to give it to Mr. Denison because he might want to keep it. Mr. Denison, I amshav-

ing a carbon copy of a letter marked Petitioner's

1369 Exhibit 44 for identification.

(The document referred to was marked for identification as Petitioner's Exhibit No. 44.)

Q. By Mr. Nelson) Mr. Denison, I ask you if the Packard Motor Car Company did not receive on or about May 21, 1943, the date this bears, a communication of which Exhibit 44, Petitioner's Exhibit 44 for identification is a carbon copy and I ask you if you do not have the original of it or a carbon copy of it?

A. Well, there was addressed—this is addressed to Mr. C. E. Weiss. I have not checked every word of it but I believe it is a letter that was received by the Industrial Relations Department.

Q. Subject to comparison as to detail, it appears to be a letter originally—the original of which was received by Mr. Weiss, to your knowledge?

A. There is not much doubt about it.

Q. Now, I hand you Exhibit 43 and ask you if that is not the enclosure referred to in Exhibit 43. Didn't that come to Mr. Weiss along with 44?

A. Of course, that too was received by Mr. Weiss and I think we found it in our files at the office.

Q. Well, I will offer Exhibits 43 and 44 in evidence and then I will be glad, to show counsel the letters.

A. I have not checked it word for word, but I have 1370 a copy that looks just about like it.

Mr. Nelson: We stipulate that we will agree with you on any differences and we will take your copy instead of ours on any difference.

Mr. Dahling: Mr. Examiner, the exhibit just offered I objected to on the ground that they relate to matters which predate the petition filed in this case. The letter Exhibit 44, I believe it is, being dated May of 1943 and presumably was accompanied by the agreement which is Exhibit 43.

Mr. Nelson: It is an agreement and statement of demand.

梅花 Mr. Dahling: The position is taken by the Company that it is immaterial and irrelevant and has no place in this proceeding, relating as it does and as I have said before, to matters which are not here involved and to things that occurred prior to the filing of this petition.

Trial Exampler Jaffee: Petitioners' Exhibits 43 and 44

are received.

Mr. Karasick: Just a minute, Mr. Examiner, I have not had a chance to examine the documents.

Trial Examiner Jaffee: The ruling will be revoked, at

least temporarily.

Mr. Nelson: While Mr. Karasick is examining that, I am going to ask the Reporter to mark a three page carbon copy as Pétitioner's Exhibit 45.

1371 (Thereupon the document above referred to was marked for identification as Petitioner's Exhibit

No. 45.)

Mr. Nelson: Mr. Denison, I am going to hand you Petitioner's Exhibit 45 and ask you to locate, if you can, your copies of the letter to Mr. Christopher dated November 12, 1943 and the accompanying letter to the Conciliation Service, while Mr. Karasick is doing the other work. Perhaps we can make a little progress.

Mr. Dahling: Mr. Examiner, might be able to save a little time here. I assume these are the two copies of the letters and we will not object to them on that basis. Our objection, however, is to the relevancy and materiality and would go to this, the same as Exhibits 43 and 44.

Mr. Nelson: I will offer Exhibit 45 so you can make an

objection to it.

Mr. Dahling: Yes, this is the letter that I thought it was. I am referring to Petitioner's Exhibit 45 and I am assuming it is a correct copy of the original.

Mr. Nelson: If it isn't, we will accept your copy and

correction on it.

Mr. Dahling: It is objected to and I will not repeat the objection for the same reasons that we objected to Exhibits 43 and 44.

Mr. Karasick: No. objection to Petitioner's Exhibits 43, 44 and 45/.

1372 Trial Examiner Jaffee: They are received.

(The documents heretofore marked for identification as Petitioner's Exhibits 43, 44 and 45 were received in evidence.)

Mr. Nelson: May I ask the witness a question?

Trial Examiner Jaffee: Yes.

Q. (By Mr. Nelson) To your knowledge, Mr. Denison, have any of these demands or grievances or complaints or requests, or whatever you want to call them, included in these Exhibits 43, 44 and 45, have any of them been negotiated or settled with the foremen, as far as you know?

Mr. Dahling: Mr. Nelson, will you divide your question? Have they been negotiated with the foremen?

Mr. Nelson: Up to the time of the strike?

The Witness: No.

Mr. Nelson: Or since that time?

The Witness: No.

Mr. Nelson: Or settled with foremen up to the time of the strike?

Mr. Dahling: You mean collectively by agreement with the foremen?

Mr. Nelson: With the foremen.

The Witness: As a union?

Mr. Nelson: Either way or as a group.

The Witness: As a union, no. Perhaps some things have been settled with individual foremen who have 1373 come and talked about them. We may have settled

a number of them.

Mr. Nelson: Individually, you may have, but you do not recall any?

The Witness: I do not pay particular attention to the demands.

Mr. Nelson: Just as you sit there, Mr. Denison, you do not recall any that have been adjusted even with individual foremen or do you want further time to study it?

Trial Examiner Jaffee: Mr. Nelson, I do not think the

question is a fair one.

Mr. Nelson: So far as you know, have you settled any of these grievances, demands or complaints, or anything

of the kind, even up to the present time with the foremen as such?

The Witness: As a Union?

Mr. Nelson: As an association or a group!

The Witness: No, not as a union.

Mr. Nelson: Now, as to individual matters that may be covered here, you are not informed at the present time, is that right?

Mr. Donovan: I will object-

Mr. Nelson: (Interposing) Let him make his own request. Do you want time to consider any individual case?

The Witness: I am looking here at number three. The Company does not have any sick leave provision—

1374 we have settled a number of requests in that regard, whether they are going to be paid for sickness and such things, is that what you mean?

Mr. Nelson: Yes. How many of them?

The Witness: Oh, my God! hundreds, hundreds.

Mr. Nelson: Those were all settled individually?

The Witness: Yes.

Mr. Nelson: Was there anything else that occurs to you

from your examination of that?

The Witness: When I mentioned sick leave I said it was No. 3, it is No. 4. This letter of November 5, 1943, I am talking about. No. 3 has to do with seniority rights. If that refers to Union seniority on a collective basis, the answer is no, but if it refers to a consideration of a foreman's service, there have been a number of those settled with the individual foremen.

Mr. Nelson: Coming back to seniority there for just a minute you know that the word is "rights," the foremen asked that they be accorded them as rights and not con-

cessions by the Company. There is a difference.

The Witness: The whole thing is predicated on Union act of collective bargaining.

Mr. Nelson: It has reference to rights that they desire to establish collectively.

The Witness: We have not settled anything that 1375 way-in that way.

Mr. Nelson: Up to the time of the strike-up to the

time of the hearing last summer, even up to the present

The Witness: That is right.

Mr. Dahling: Do you mean, Mr. Nelson, that we have not negotiated with the Foreman's Association of America or bargained with them? Is that the point?

Mr. Selson: I mean a little more than that. I mean that the matters covered by these communications are no more

recognized as rights now than they were then.

Mr. Dahling: You mean rights of the Foreman's Association of America?

Ma Nelson: Rights of foremen employed by the Packard Motor Car Company as distinguished from individual concessions that the Company might make. To establish them as rights is the point and he says they have not been done. That is the way I take his answer and that is the point of my question.

Trial Examiner Jaffee: You mean, I assume, to estab-

lish them as rights as for example by a contract?

Mr. Nelson: That is right. A contract exemplifies it

perfectly.

- Q. (By Mr. Karasick) Mr. Denison, I believe you testified that there are certain grievances that foremen cannot handle because those grievances are matters related to policies of the Company, is that right?
 - A. Yes.

Q. What would be some of those matters?

A. In a broad sense they are matters that go beyond the foreman's own department. If a steward asked his foreman for a general ten-cent increase for all the employees of the Packard Motor Car Company, naturally the foreman is in no position to answer that request or grievance. That is of the type I mean, something that would affect many more employees in general than the employees of the foreman—

Trial Examiner Jaffee (Interposing): It might affect—

The Witness (Interposing): -in question?

Trial Examiner Jaffee: It might affect the employees in other departments as well, by virtue of the fact that that grievance was of such a nature as would—in the

opinion at least of some of the employees create a prece-

dent which they could point to?

The Witness: Perhaps I can illustrate with an illustration. The foreman might say that he approves a general ten-cent increase for all his employees. It has to be applied to all the other employees in the same classi-

fication because the same classifications prevail

1377 in the plant.

Mr. Karasick: Can a foreman recommend a ten-cent increase for a particular employee or group of employees

in his department?

The Witness: Yes. There is nothing to prevent him from recommending it. However, you want to remember that the grievance procedure refers to a grievance initiated by the CIO Union. In this incident of Company policy the steward takes it direct to the district steward and completely circumvents the foreman in his department.

Q. (By Mr. Karalick): What I am trying to arrive at is some understanding as to what you regard as Company policy. The line of demarkation between what a foreman

would or could not handle as a grievance.

A. I don't know a better way to answer than: Those matters that would affect him or other employees. Suppose the steward wants to work his men six days a week instead of five. That is not possible because the operations in that department integrated with the operations in many other departments.

Q. Can you give me another example?

A. Well, I cannot give you any others that come to me at the moment that are as good as those two which clearly illustrate it.

Mr. Nelson: I will suggest a better one, the recognition of the Foreman's Association of America, isn't that a better policy?

Mr. Dahling: It isn't a policy, the answer is no.

Q. (By Mr. Karasick): How does a foreman know-

A. Another example would be suppose a steward and his men wanted a two-hour lunch period, naturally the foreman could not possibly settle that. He knows his operation has to be integrated with the departments ahead of

his and behind him. While his men are out to lunch the other departments are working. In a mass production type of industry that we are in, it just could not be done.

Q. Even though it would not affect other departments, the foreman could not handle such an agreement, could he!

A. I don't think that is quite true. If there was a department all of its own and not tied to any operation in any other department and if a steward and his men wanted a different lunch period or other hours of employment, it might be done. The question would be given serious consideration.

Q. Who would question it?

A. We are referring to hours of work, aren't we?

Q. You gave me an example of a two-hour lunch period.

A. Whoever controls the production of that department upon which it might have an effect, would have to help settle the issue.

1379 Q. We are assuming that it would not affect the production of another department or the operation

of another department.

Karasick, it is hard for me to conceive—I gave it as an illustration of a point. I cannot think of a department quite in that position which does not affect anything else around it. It might be such that it would not have a very serious effect, however.

Q. How does the foreman determine whether a grievance which is presented to him involves the question of

policy which he cannot handle?

A. Well, he would know his limitations in answering the grievance because of the effect it would have on some others. He would realize that there has got to be a Company policy established to settle that grievance. That is common sense on his part.

Q. Well, there is a sheet showing the most common type of violations in the plant and the discipline to be accorded employees who engage in such violations, that sheet the

foremen have, do they not?

A. Yes.

Q. Does that roughly cover the scope and type of griev-

ances that a foreman would be empowered to handle which would not be regarded as Company policy?

1386 Mr. Dahling: That is the sheet, if I recall, that had to do with penalties which may be assessed because of rules that are broken by the rank and file, and it has nothing to do with grievances, there is nothing in evidence on that.

Mr. Karasick: Well, there is nothing that definitely indicates to a foreman what is a matter of policy and what is not a matter of policy, he has to use his judgment?

A. If you mean he is given a formula as to what he can handle or not, no. He uses his judgment. There are many other matters-that list you referred to a minute agothat a foreman handles.

Q. Policies are matters that are determined by higher management, is that it?

A. Yes.

Mr. Karasick: No further questions.

Mr. Nelson: No further questions.

Trial Examiner Jaffee: The witness is excused.

Mr. Dahling: Just a minute, Mr. Examiner, I have a lot of further questions. It would be useless for us to go into them now if we are going to have an adjournment for

Trial Examiner Jaffee: In that case the witness is not excused.

Mr. Dahling: There are those matters of the partie-1381 gular grievances and the letters. I am going to have to go into them quite fully.

Trial Examiner Jaffee: It is now a quarter of one. Would two o'clock be all right? We will recess until two

(Thereupon a recess was taken until 2 o'clock p. m.)

1382 After Recess.

(Pursuant to recess, the hearing resumed at two o'clock

Trial Examiner Jaffee: We will resume, gentlemen. Mr. Dahling: I have no further questions of Mr. Denison.

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Trial Examiner Jaffee: I thought you said you had some

Mr. Dahling: Yes, but during the recess I decided I had

no further questions of him.

Trial Examiner Jaffee: All right, call the next witness.

Mr. Dahling: I will call Mr. MacAuley.

Trial Examiner Jaffee: Before questions are asked of Mr. MacAuley, I would like to make some observations with respect to the transcript of December 27, which I read last evening. Sometimes things come in so fast that as we read it over later there may be some possible ambiguity in a particular statement, and in order to remove any possible misunderstanding, it is advisable to supplement what appears earlier with an additional statement.

Thus, for instance, on page 1171 of the record, it shows that, among other things, Mr. Donovan said, and I begin

with line 21:

"We offer it to show the claim of the Packard 1383 Motor Car Company in this case,"

and so on; and then at the top of page 1172, he continues

"and that the so-called grievances of the foremen"

et cetera; or:
"no grievances at all."

I think I indicated several times in giving the basis for my ruling limiting certain testimony offered by the Petitioner that I would permit evidence as to the claim and I emphasized the word "claim" of the Company as to the strikes to which reference had been made in connection with the ruling that I have indicated.

However, Mr. Donovan, at that point, was offering, as I construed it and as I did then construe it, to put in evidence both the matters referred to; that is to say, the claim and the fact that the "so-called grievances" were "no grievances at all." Having thus in my opinion joined the competent with the incompetent and having at that point in the record not asked that evidence merely as to the claim be received, the Examiner took the position which the record thereafter indicates.

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If the Company, as I said before, wants to put in evidence limited to (1) the fact that what the Association says is claimed was not in fact, claimed by it; or (2) the contention or claim or position of the Company that the

reasons for the strikes were something else; or (3),

the War Labor Board Panel hearings affect the credibility of any of the Association witnesses or make them subject to impeachment, they may do that and they may offer any other evidence they desire to offer within the limitations previously indicated, and which I do not at this moment attempt to spell out to the extent I have previously done. I think, as a matter of fact, what I am now saying is probably indicated in the record as a whole, and, of course, my ruling is indicated not at just any particular line or paragraph where some comment has been made upon it, but naturally must be interpreted or, at least, should be interpreted, I think, from all the remarks I have made with reference to the subject matter.

Then a little later on, on page 1172, beginning at line 19, the transcript indicates I made this statement to Mr.

Donovan:

"I will permit you to put in evidence a statement as to the Company's claim,"

by saying that the Company would be permitted and is now permitted to do that by any statement which is either sworn or unsworn; that is to say, the statement may be made by a witness on the stand who will testify to the

claim, it may be made by counsel, or it may be made

1385 in any other appropriate way.

I think that concludes all the remarks I care to

make at this moment. You may proceed, gentlemen.

Mr. Donovan: May I say, Mr. Trial Examiner, that counsel would like to review the transcripts referred to, together with the transcript containing the Trial Examiner's present statement, before we make any further statement on the record. We can do that over the week-end.

Trial Examiner Jaffee: Certainly, that is perfectly all

MORTIMER F. MACAULEY,

a witness called by and on behalf of the Company, being duly sworn, was examined and testified as follows:

Direct Examination.

- Q. (By Mr. Dahling) Mr. MacAuley, what is your full name?
 - A. Mortimer F. MacAuley.

Q. What, is your address?

A. 4661 Motorway Drive, Poptiac, Michigan.

Q. Are you related in any way to Mr. Alvin MacAulay, Chairman of the Board of the Packard Motor Car Company?

A. No, I am not.

- Q. I believe your name is spelled differently?
- A. It is spelled with an "ey" instead of "ay."
 Q. Are you employed by the Packard Motor Car Com-

pany? 1386 A. Yes, I am.

Q. How long have you been employed by that Company?.

A. A little over ten years.

Q. Mr. MacAuley, are you a graduate of any engineering school or college?

A. Yes, University of Michigan, chemical engineer.

- Q. At the time you were a student at the University of Michigan, what did the term "chemical engineer" include:
 - A. General engineering, including chemical engineering.

Q. During what year did you graduate?

A. 1922.

Q. Will you give us a description of your experience in the automobile industry, commencing with the date of your graduation from the University of Michigan?

A. In 1922 I went to the Olds Motor Works in Lansing

and I stayed there until 1926.

Q. Is that the company which manufactured the Olds automobiles?

A. Yes.

Q. All right, will you go ahead?

A. At the Oldsmobile Company I started in with plant

layout work, converting piece work into the bonus system and setting up material control systems. I did that for the years 1922 and 1923. In 1924 I became an assistant master

mechanic. In 1925, to 1926, I was master mechanic.

1387 I left Olds in 1926.

Q. Before you get to your next position, you say you were an assistant mechanic and a master mechanic?

A. Yes, sir.

Q. Just what sort of job was that?

A. If a part was released by the planning department to be manufactured, it was turned over to the master mechanic and it was his job to see that the job was processed and broken down to individual operations, that the tools were specified, the machines were specified, the tools ordered, tools designed, tools purchased and the machines purchased. We did that by working with the different divisional managers, superintendents, general foremen and foremen.

Q. After you left the Oldsmobile Company, where did

you go?

A. I went to Richmond, Virginia into a consulting engineering firm, the L. A. Blackburn Engineering Company. We were engaged in manufacturing—in converting over former buggy plants and wagon plants into bus body plants and also in converting a warehouse into a cotton seed oil plant.

Q. How long were you with the engineering firm?

A. One year.

Q. Then what did you do?

A. In 1927 I went to the Pontiac Motor Car Company, Pontiae, Michigan.

1388 Q. What were your duties there?

A. Starting in 1927 we laid out the new Pontiac plant and I was the Chief of Standards.

Q. The Pontiac Company, is that a part of the General Motors organization?

A. Yes, it is.

Q. And was it at that time?

A. Yes, sir.

Q. Have you stated all of your activities while you were at Pontiac?

A. No. In 1928 I was appointed general foreman and later superintendent of the paint, polishing and plate departments. In 1929 to 1931 I was manager of the assembly plant, the paint, the plating, the polishing and the body trim; that is, at the time we were building open bodies only. The last part of 1931, due to a new program, I returned to the planning department and stayed there about six mouths.

Q. Will you just continue with the experience you have

had in the industry, Mr. MacAuley?

A. In the latter part of 1930 I left the Pontiac Company and went to the Buick Motor Car Company where I was employed in manufacturing and research, in charge of plant layout, standards, material tests and tool tests. I

stayed there until 1934 and then I went to Packard.

1389 Q. And you have been at Packard since that time!

A. Yes, sir.

Q. What have been the various positions you have held in Packard?

A. I started at Packard as assistant manager of the Small Car Division.

Q. When you say Small Car Division, you mean-

A. That's the 120 at that time.

Q. Did you go to Packard at the time they brought out the small car, so-called?

A. That's why I went there.

Q. What other positions have you held at Packard?

A. In the latter part of 1935 or the early part of 1936 I became manager of the Small Car Division and in about 1938 I returned to become a special assignment man to Mr. Christopher, which was embodying the consolidation of the large car and the small car divisions. In 1940 I was assigned to the Aircraft Division work.

Q. That is the division which is now manufacturing the

Rolls Royce?

A. Yes, sir, I stayed here until about two months ago when I returned to the Car Division.

Q. What are your present duties in connection with your job in the Car Division.

A. Known as the manufacture and control manager.

1390 . Q. What does that mean?

A. That has control of all procedures and standard practices, organization charts, manufacturing costs, manufacturing estimates, material control and material handling.

Q. When you say material control, that means control-

ling the anaterial, you need?

A. That controls the amount of raw material ordered and the orders issued to the shop and how many pieces are produced, to see they are produced and to synchronize all the parts being manufactured so that we have a definite building schedule and have the necessary parts.

Q. You are setting up that department at the present

time, age you? *

A. That's right.

Q. It is not completely organized and functioning yet, is it?

A. No, it is not.

Q. Mr. MacAuley, what general term is given to the type of production carried on by automobile companies?

A. It is known as mass production.

Q. Can you tell us just what mass production is?

A. Well, I think I can tell you better by comparing other production.

Q. Use your own methods, Mr. MacAuley.

start from the raw material and take the part through the subsequent operations and will probably do a series of operations, maybe even to completing the part himself. Whereas, in mass production, we break that up into small, minute operations. Maybe each operation is only a minute or a fraction of a minute's time and we use mostly specialized machines and special tools.

Q. In that case the operator, of course, does not need to be nearly as skilled as under the circumstances where

he probably made the whole part?

A. That is definitely so. That is why we have to do it. In other words, we would never have been able to build a Rolls. Royce engine; for example, in the motor building alone it takes quite an experienced motor builder to build

it all the way up, but in breaking down the operations, there is no necessity for the skilled workers.

Trial Examiner Jaffee: And the use of special purpose

tools helps in that connection!

The Witness: Definitely.

Q*(By Mr. Dahling): Getting back to the automobile, and, of course, that is the product that the Packard Motor Car. Company really manufactures, is it not?

A. Yes, sir.

Q. This period during the war it is merely helping the country by manufacturing articles of war?

A. That's right.

Q. Now, getting back to the manufacture of cars, will you outline for us how it starts and how it is developed? I suppose it first begins when someone has an idea of a car.

Will you develop it from that time on?

A. It usually starts with the president calling a meeting of his vice-president of engineers, vice-president of sale, the comptroller and the vice-president of manufacturing, anybody interested in the car itself. In that meeting the vice-president in charge of sales is requested to give his views on the type of automobile and the volume and price range in which he thinks the public would be interested. The vice-president of engineering is then instructed to go out and design an automobile, maybe design two or three automobiles within that range. that design period the vice-president will call on the others, the divisional manager will call in general foremen and foremen for general information, for ideas of the different methods for manufacturing given parts. In other words, there may be some parts designed by the engineer that as far as production is concerned, is next to impossible to make, so we call in the people that know more about it and have consultations with them.

Q. Pardon me, just a minute, Mr. MacAuley. This testimony you are giving now is from your own

personal knowledge?

A. That, is correct.

Q. And you have been a party to these things you are testifying about?

A. Yes. And from the model, they make up a model, and from that model they will also have criticism from the manufacturing department.

Trial Examiner Jaffee: There is usually more than one

model made, is there not?

The Witness: Oh, yes, sir.

Trial Examiner Juffee: In other words, you start with

a small model and end up with a big model?

The Witness: The stylist usually makes a small clay model, but as the car begins to be designed he goes into full-sized models.

Q. (By Mr. Dahling): And there might be more than one model of a car.?

A. There might be all he way up to thirteen or fourteen models of that one Tar.

Q. And there might also be cars in different price

ranges?

A. That is correct, but I am just taking one in general because they are all treated about the same. At the time the wood models, that is what I will call them, are being made in the Experimental Department, the different people involved in the manufac-

ture of that are called in for their advice.

. Q. Who are those people!

A. The divisional superintendent in charge of that particular piece, right down through to the foreman. It never goes below the foremen, because that is strictly confidential information,

Q. Because that would be your car that would come out

at a later time, I take its?

A. All the way from a year to eighteen months later. After that is approved, temporarily at least, it is drawn up in a final print and that print is released by the Engineering Department.

Q. When you say a final print-

A. (Interposing): That is of a given part: I am down to an individual part right now. After that part is released, that is their only authority to proceed to manufacturing it. It is released first to the Planning Depart-

ment and the Planning Department decides whether they are going to make that piece of buy it.

Q. There is a planning department at Packard?

A. Yes, sir. Oftentimes there are people in business who are set up with special equipment, which we know

of, and it is better to buy the piece from them than to manufacture it; in that case we would purchase it. Then it is released to the master mechanic.

Q. You have described the duties of a master mechanic at Olds; are the duties of a master mechanic at Packard's

practically the same as at Olds?

A. Yes, sir, the master mechanic gets his process men, who work with the upperintendent, general foremen and foremen, (in deciding what tools they will use and what machines they will use.

Q. Have you been present at any of those conferences!

A. Yes, sir.

Q. I suppose those conferences might continue over a

period of time?

A. Oh, no, it goes on for days on some complicated pieces. After the routing is agreed to, it is written up in pencil and signed by everybody concerned, that they agree that they think this is the way to make that part. Then the routing is typed and the routing becomes the official word all through the shop and through the stores, what

would be ordered out and what sequence of operations.

Q. What do you call that particular document?

A. Process routing.

Q. is that prepared in a specific department in the Company!

1396 A It is prepared in the master mechanic's office by his process man.

Q. The processes are in the master mechanic's office!

A. The process routing is ordinarily, although we have some process men located in the various divisions with the divisional manager, and they prepare the routing and clear it through the central process routing group.

Q. Then what follows, Mr. MacAuley?

A. From that, the tools are designed, if they are special tools.

Q. Who designs those?

A. There is a group of men known as tool designers working for the master mechanic. They are approved and ordered.

Q. Who approves them? .

A. Well, sometimes it goes right through to the general foreman to approve and sometimes they don't approve them; in other words, the general foremen are willing to accept the process man on the drawing after being satisfied. Sometimes the general foremen want to approve it themselves. We have had cases both ways, it depends on the general foremen. We have even had the foreman approve them in many cases. After approval, the tools are turned over to the Purchasing Department for purchasing.

Q. When you say "tools" ordinarily that would mean to me a wrench or a screwdriver. What does

it mean in automobile companies?

A. Well, there are a number of tools. First, there are the non-perishable tools which we don't ordinarily replace every year. Those are the holding fixtures which hold the part, and gauges, some types of gauges; there are arbors and, oh, it might be a special drill head. Then we have what we call the perishable tools.

Q. Before we get to that, you say you have some tools

for holding fixtures?

A. We call them holding fixtures.

, Q. Holding fixtures, and what are they used for?

A. That's to hold the piece on the machine in the correct position and in the same place each time so that each piece will come out the same.

Q. What are these arbors?

A. We use those for holding grinding wheels, sometimes for holding the piece itself.

.Q. I suppose tools of that character must be very carefully built up?

A. That is correct, because every piece must be as near alike as we can possibly make it.

Q. Those are the tools, when you talk about your tooling department, those are the tools prepared in the tooling department?

1398 A. That is correct.

Q. And you sometimes buy those from outside sources, from what we term here in Detroit the tool shops?

A. Yes, sir.

Q. Then there was another type of tool you were going to tell us about?

A. Perishable tools. Those are tools that are replaced a number of times during the year. They are usually a cutting tool. Under that would fall such things as drills, reamers, cutter head blades, plug gauges, any tool that is worn out and has to be replaced during the year. Those are usually classified as perishable tools and there are two types of those, the special and the standard.

Q. What do you mean by special?

A. Well, it is easier to explain the standard. The standard is a tool that is usually made by manufacturers. For instance, standard drill sizes, they may come at thirty-second intervals, whereas a special may be a decimal drill, which is not catalogued and has to have a blueprint in order to be made. Usually any tool we have to make a drawing of to purchase it, we call a special tool.

Q. Or you might make a drawing of it and build it in

your own tool department?

A. That's right; it is still called special.

1399 Q. Then these tools all have to be arranged for before you can even think of getting started in

building the parts?

- A. That is correct. Those are all ordered and the divisional manager gets a copy of the orders so they know that they are on order at all times. The master mechanic will see that enough parts are ordered; there are at least three set-ups of those tools ordered and one is given to the foreman, one in the grinding room, one in the toolroom and one in the crib.
 - Q. When you say crib, is that where you keep the tools

A. Yes, sir, that's in the departments.

Q. When you say departments-

A. (Interposing): The manufacturing departments.

Q. Those would be the smaller departments into which the division is broken up?

A. That is correct.

1400 Q. (By Mr. Dahling) Then what happened?

A. After the tools—at the same time that the tools are being ordered and designed or ordered and being made, the planning department at the present time has ordered the material, whether it be bar stock, rough castings, forgings, or whatever it is. They have that material on order and have it scheduled as to how many pieces they want and the time they want it. When both are received they are delivered to the department in which they are to be made and at that time it is the responsibility of the foreman to set up his department with these tools with any help he requires. He can call on anybody he needs to help him. That is, master mechanics, divisional tool engineers, the process man, the standards division, or anybody else he requires any help from, he can get it.

Q. Now, there was some talk here about the layout of a department; who prepares that particular layout?

A. That layout is being made at the same time as the tools are ordered. The routing is completed and it goes to the plant layout department and they take a routing and make a rough layout of the department as they see it, working with the foreman and the general foreman at the time they are being made. After it is finally approved by the foreman, general foreman, divisional man-

ager, the layout is completed and the prints are sent 1401 to the plant engineering department, who in turn estimates the cost of setting up the department.

Q. That layout, would that disclose the machines, and where they are to be set?

. A. That discloses the location on the floor, the heights from the floor, the conveyors in between the machines, or anything that has to do with the operation itself is shown on the layout, lights, air hose; if there are special lightings, it shows it there and air hose it is shown, and water line is shown and conveyors and conveyor heights and anything that is needed in that department is shown on

Q. After that is prepared and approved, is it placed upon the floor of the department in accordance with the lavout?

A. Definitely.

Q. Then, just continue with that car of ours.

A! After the foreman starts his job off and he finds there is necessity to change the routing or change an operation—he may find he has one operation which is too complicated and has to be broken down into two operations, he requests a change in the operation, or he may find the reverse, that he has two operations set up and he can do it in one, so he requests that. At the same time we may have specified at this time that certain oil was cutting—or that certain compounds or a grinding wheel,

to the best of our knowledge at the time, was the best wheel to put on the job. Then we can find that

we are wrong. He does and has the privilege of requesting a change in that run or a test of those different kinds of wheels to find which kind of wheel or oil he wants.

Q. Just staying on the subject generally, when these departments are set up, they commence functioning and manufacturing the various parts of the car, is that right?

A. That is right.

Q. That is, those parts that you have not purchased?

A. That is right.

Q. Approximately how many parts would there be in an ordinary automobile, that is, different parts, without duplication?

A. Roughly, 4,000 different parts.

Q. And of course, you might use a number of the same parts on the car?

A. That is right, there are some that we use as high as a hundred of the same pieces or part number in different places.

Q. What would you say would be the approximate total number of parts which would go into the making up of an automobile?

A. 14,000 or 15,000 pieces.

Q. Now, as those parts are manufactured and purchased, are they fed into an assembly line in some way?

A. Yes, they are scheduled right into a definite assembly at a definite rate of speed.

Q. Is there more than one assembly line?

A. There are more than one assemblies and sub-assemblies off the main line. On the motor assembly line we have some sub-assemblies off the main motor line and off the axle assembly line we may have sub-assemblies of axle parts to make into a main assembly and we have the same thing with the body and the final car.

Q. When you come to the line on which you assemble the final car, how are these various parts fed into that?

A. Well, you start out with a chassis assembly first.

Q. You start off with your frame, which is purchased complete ordinarily, and then the different brackets are added to that.

A. As it goes down the line it goes down a definite line and is fed into a gas tank sub-assembly that is fed in from the side line.

Q. And that has to be synchronized with the speed of the chassis?

A. Yes. It might be an eight-cylinder body going down at one time and a six-cylinder body the next time. We have to see that the eight-cylinder gas tank goes on the

eight-cylinder car and the six-cylinder gas tank goes on the six-cylinder car and it might be a Super

Eight and we have to have a complete rear axle go on the front axle assembly which will eventually be on the complete motor assembly. When the motor hits the line, it is complete with the motor and transmission.

Q. But in building up your motor you might have an assembly line for that purpose to build up the motor?

A. There will be an assembly line for the motor line, and sub-assemblies off the side line.

Q. Is that the type of assembly line that Mr. Turnbull has charge of?

A. Well, Mr. Turnbull is on the Rolls Royce engine, which is a little more complicated than the ordinary car engine.

Q. However, it is broken down the same way?

A. There are sub-assemblies of his line.

Q. The assembling of a motor is just one part of the job in building the car?

A. Yes.

Q. You would have to assemble the rear axle and other parts?

A. That is right.

Q. And they all have to be routed into the main car assembly line and synchronized as to time and types of material and so forth?

A. That is right. 1405

Q. Where is the design made for the setting up of

these various assembly lines?

A. Well, the general plan is laid out in the plant layout department just like any other department. That is laid out in the same manner and in consultation with the men who are going to do the work on it.

Q. And of course, the car comes off the main car assembly line as a completed automobile, is that right?

A. Yes.

Q. In the days when you were building cars, how often might you have model changes?

A. Usually once a year.

Q. When you had those model changes, what would that require in connection with new processing and routing!

A: It meant considerable changes because the major parts were usually changed on a model. For instance, you almost invariably changed your fender, your bonnet, your radiator or body appearance and that would in turn affect a lot of the chassis work.

Q. So you would have to each year, in the old days, if you changed your model, go through a great deal of this detail in getting the plant set up

A. That is right.

Q. For service at least once a year?

1406

A. That is right.
Q. Were there any changes during the year?

A. There were times when we would have to make engineering changes during the year due to some defect that might crop up or something the public did not like about the automobile. We would have to change it and we might change it during the model year.

Q. When you were starting in with a new model, the first few runs might develop quite a few defects, isn't

that so? You might find that your layout is not perfect when it starts out?

A. That is right.

Q. Where do you in Packard get reports on the operation of your layout in the first instance, we'll say?

A. Almost all I ever remember came from the foreman himself. He would call us up or else send through a move order requesting or asking that a machine or some equipment be moved to a different location and that it was not possible to function. Sometimes it came while making time studies if we found that the operator was doing extra work and that it was inconvenient for him. The request would be talked over between the time study a man and the foreman and the result is that we would get a request to move.

Q. Of course, at the present time you are manufacturing the Rolls Royce engine and marine engines and you do not have any model changes?

A. There are changes, yes.

Q. But there are no decided changes as in the old days of the automobile?

A. Yes, the engine is changed on the Rolls Royce quite considerably from single to two stages.

Q. When those changes are made, you have to go through the processing and routing again?

A. It is the same thing.

Q. And there are improved techniques in the operation of the particular layout and suggestions for improvements that you receive, you say, from the foremen?

A. Yes.

Q. And you consider that a duty of the foremen to check into those matters and make these reports?

A. Certainly.

Q. Now, you spoke about a routing sheet. Do you have an example of that sort of document with you?

A. Yes, I have. Here is the original on a simple con-

neeting rod blade bolt.

Mr. Dahling: Will you mark that as Company's Exhibit 29 for identification?

· (Thereupon the document above referred to was marked-Company's Exhibit No. 29 for identification.)

1408 Q. (By Mr. Dahling) Mr. MacAuley, I show you a series of sheets elipped together and marked Company's Exhibit 29 for identification and ask you what they are.

A. This represents one of the original routings, or the original routing on part number 608601, which is a connecting rod blade bolt for the Rolls Royce engines. It

is the original set of routing made on that part.

Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

Mr. Dahling: I will offer Company's Exhibit 29 in evidence.

Mr. Nelson: Will you fix the time on this?

Mr. Dahling: I will go right through that then.

Q. (By Mr. Dahling) Mr. MacAuley, when was this routing sheet prepared?

A. This particular routing was prepared in April, 1944.

.Q. And where was it prepared? At the Packard Motor Car Company?

A. Yes.

Q. Is it part of the document of the Packard Motor Car Company?

A. Yes.

Mr. Nelson: Do you mean by that, has it been used in the work?

1409 Mr. Dahling: No, just that it is a document.

Q. (By Mr. Dahling): Has it been used in connection with the manufacture of the part which is described therein?

A. Yes.

Q. Is it in use at the present time, so far as you know!

A. This particular part is now being released to be purchased on the outside. Whether or not it has all gone out at this time, I am not sure.

Q. Is the same part still being used in the engine?

A. It was manufactured up to now, but whether it is still being made. I cannot tell you that.

Mr. Dahling: Do you have any further questions you want me to ask him?

Mr. Nelson: I think that it has been established as a part of the record of the Company, and I think that is true. We do not question it.

Mr. Karasick: Mr. Examiner, I would like to know what

the purpose of the offer is.

Mr. Dahling: I would say generally in answer to your question, Mr. Karasick, that we want to show on this record just what is an automobile company and just what is mass production. Have you any objection to such a showing?

Mr. Kararick: I do not see the materiality of the proffered document and I object to it. I think the record is unduly burdened with a great deal of material that is irrelevant and immaterial.

Mr. Dahling: Mr. Karasick, you will have an opportunity

to object to it when it goes in.

Mr. Karasick: You have offered it and I object to it:

Mr. Dahling: Do you have an objection to it?

Mr. Karasick: That is right.

Mr. Dahling: Then I will ask for a ruling.

Trial Examiner Jaffee: Well,-

Mr. Dahling: Mr. Examiner, I can go into great detail in connection with this document. I could string it out of for fifteen or twenty minutes here if the gentleman wants it done.

Trial Examiner Jaffee: I apparently have an automobile here now.

Mr. Nelson: Now you can make your own.

The Witness: That is just one piece.

Trial Examiner Jaffee: Petitioner's Exhibit 29 which consists, I gather, of thirty-six sheets bearing thereon duplicated typewritten material, pencil material, ink, and assorted crayon, et cetera, is received in evidence.

1411 (The document heretofore marked Company's Exhibit 29 for identification was received in evidence.)

Q. (By Mr. Dahling): Mr. MacAuley, I call your attention to what would be the second sheet of Company's Exhibit 29, and ask you what that is?

A. What/do you mean, Mr. Dahling?

Q. What does that disclose.?

A. This discloses here the operations to be performed.

by the different departments. In other words, it starts with the "U. P. L. Department" and goes-

Q. Before you get to that—those are the operations in connection with the manufacture of this one part?

A. This particular piece 608601.

Mr. Nelson: What was that part again? The Witness: Connecting rod blade bolts.

Q. (By Mr. Dahling): The first sheet shows the departments that that progresses through?

A. That is correct. It starts in the U. D. L .--

Q. What is the U. D. L.?

A. The automatic screw machine.

Q. And there is one operation in that department?

A. Well, there might be one or more.

Q. Then where does it go?

A. To the heat treat department, the G. J. J.

Q. What is done there?

1412 A. It is carbonized or hardened, I don't know what this particular one calls for, but I would have to look it up.

Q. We will get to that later. Then what department

does it go to?

A. It goes back to the machining departments

Q. And from that department where is it routed?

A. After the heat freat it goes to the machining department to be ground, and from that department it goes to the U. D. A., which is a miscellaneous machine, for further operations from the U. D. A. it goes to the U. D. E. for burring. Then it is returned to be etched; afterwards it is ground again and there are further drilling operations.

Q. These are the processes to which this goes?

A. Yes.

Q. The first or second sheet of this exhibit discloses what departments that work is done in?

A. That is right, and the total times in each one of those departments.

Q. That is more or less the master sheet showing the

progress of this part?

A. That is right, the operations which this part must go through before it becomes a completed part.

Q. What do these other sheets show, take the third sheet of the exhibit?

1413 A The third sheet breaks it down into the detailed operations, showing all the tools that are used on this particular operation No. 10.

Q. What would operation No. 10 be?

A. In this particular case rough turn, O. D., and breakdown for cut off, finished turn, 460 diameter.

Q. What does that mean?

A. That is the diameter at that particular area as shown on the blue print. To .475, the form chamfer 45 degrees, by .359 diameter and face end.

Q. What do you mean by "face end,"?

A. To cut the end off square. Finished form .670 to .675 diameter.

Q. Now, Mr. MacAuley, that is set forth, what you have just read is set forth on the third sheet of Exhibit 29?

A. Sheet No. 2, this is just a cap sheet.

Q. That would be really numbered sheet No. 2?

A. Of the thirty-six, yes.

Q. And this operation as set forth on that sheet takes place in Department 10, that is the tenth operation?

A. Yes.

Q. What department is that?

A. U. D. L.

Q. What is the U. D. L. Department?

A. The automatic screw machine.

Q. You read a number of things here that are done. In language that a lawyer understands, just what is it?

Trial Examiner Jaffee: Now, you will really have to make it simple.

Q. (By Mr. Dahling): In simple language.

A. Really what they are doing here is taking the bar stock and blanking out a piece out of that which will have subsequent operations performed on it after heat treating, which will make bolts of it and finished out of it. This is merely roughly form of bolt, when it comes out of that department.

Q. In other words, the bolt, when it comes out of that

department, has to have the dimensions and other physical attributes set forth in this routing sheet, sheet No. 2?

Trial Examiner Jaffee: Only a few of which you referred to orally?

The Witness: That is right.

Q. (By Mr. Dahling): Now, I note on the left-hand column of sheet No. 2 the letter in capitals M. U. followed by "100," what is that?

A. That represents the classification of the man that

is to do the job.

Q. That would be the worker who does the job?

A. Yes.

Q. And that classification is put in there for what

A. So that the foreman and everybody else connected and using the routing will know on this particular operation that they are supposed to have an operator M. U.-100 man, which happens to be an automatic machine operator.

Q. That classification covers automatic machine oper-

ators?

A. Yes, automatic screw machine operators.

Q. And he would be the type of man to carry that classification and to carry out the operation as set forth on No. 2?

A. The reason we put that on there is that we may have men in similar departments entirely removed from this particular job, doing the same identical work. So we can inform the foreman that is the classification so that we aren't running one classification in one department and another in another, we specify that in the central office, the type of man that should be on that job and his classification.

Q. That is the type of man then that is sent to the foreman in this particular department to operate that job!

A. The foremen from these routings will requisition as M. U.-100 man. From the time that we show on here,

which is a total time per piece, and the schedule we 1416 give him, he will know whether he needs one or two or three men or whatever it is, to operate. We show

that this particular job—on this particular job the man is to operate two machines. In other words, the time is shown as a two-machine time and that this one operator

is to operate two of these machines.

Trial Examiner Jaffee: I notice that there are three columns headed "Standard hours" and that there is a sub-heading in the first column which says "allowance." On this particular sheet there is a figure .0023, what does that mean?

The Witness: That is in decimals of hours.

Trial Examiner Jaffee: Specifically what does that mean

as applies to the markings on this particular part?

The Witness: This is the allowance we give the operator in changing tools, his personal allowance, for tools, and we know that there is some unavoidable scrap. We admit that he cannot help that scrap and we allow that extra in there for that scrap. On certain jobs we know we can expect a certain amount of scrap in it. So you will give bim that allowance; also give him time for cleaning up his machine.

Q. (By Mr. Dahling): That is done through your time study people?

A. Yes.

1417 Trial Examiner Jaffee: The second column headed "Floor to floor," and there is a figure there. What does that mean?

The Witness: .0110 represents the time for the completion of a cycle to complete the operation from floor time to floor again. That is, from the time he picks up a piece and puts it in the machine it goes through a machining cycle and is completed and returned—the piece is returned to the bench again and we call it a floor to floor—it could be bench to bench.

Trial Examiner Jaffee: The next column is headed "Total" and which bears the figure 0133, that is merely

the total of the first two columns?

The Witness: That is correct.

Trial Examiner Jaffee: There is another column after that headed "Floor to floor production per hour" and there is a figure there of 90.9.

The Witness: That is the number of pieces per hour that that machine will produce with no allowance provided.

Trial Examine Jaffee: Then there is a last column which is headed "Required average hourly production per 100 per cent efficiency per shift," and in that particular column there happens to be the figure written in "75" and that figure is encircled. What does that mean?

The Witness: The encircle does not mean anything

1418 in that case.

Trial Examiner Jaffee: Suppose we disregard the circlement.

The Witness: In that case it means that with a total time of .0133, which represents the floor to floor time plus his allowance, that an operator has to produce 75 pieces

per hour.

Trial Examiner Jaffee: So that when the foreman knows how many pieces are supposed to be produced by him, that is to say, by the men under him, and he sees from the sleet that he gets, the labor routing and the operation sheet how many pieces per hour he is supposed to put out—that is supposed to be put out by each man, he then knows how many men he needs.

The Witness: That is right:

Q. (By Mr. Dahling): Is it important that the men working on this operation produce that many parts per hour?

A. Definitely, there has to be that production or we will run out of parts and eventually there would be a stop in the schedule.

Q. And if you run out of parts?

A. Well, you tie up a whole line, assembly line or a motor line or any one of the lines.

Q. So it is vitally important that this production is

1419 kept going?

A. That is right.

Q. And at the rate set forth?

A. That is right.

Q. Now referring back again to page 1 of this exhibit, that is, I am referring to sheet No. 1 which is really the second sheet—

A. It is sheet No. 1 here.

Q.—of the exhibit, I note that there are certain places designated for approval. Who approves the routing sheet?

Mr. Nelson: We would like to know when it is done.

Mr. Dahling: You may ask the question later.

Mr. Nelson: I don't know whether it is after or before

it goes to the shop.

Trial Examiner Jaffee: We only get sufficient intelligence after we read the entire record. I prefer to have the time set.

The Witness: These routings are signed in the original say in pencil before they are typed in by the typographical department. We do not type anything in unless the signatures are on. It is not sent to that department until they are typed.

Q. (By Mr. Dahling): The signatures provided for are

whose?

A. Process department, time study for the classification of the operator and the time, the foreman and the general foreman and the manager of the division.

Q. Now, Mr. MacAuley, in your personal experience, tell us, are those approvals actually placed on this routing

sheet by the parties that you named?

Mr. Nelson: I object to that. It obviously isn't. There is the evidence of it there (indicating). There isn't a foreman's name on that. You can turn those sheets as far as you like. Why should he be asked to testify contrary to fact. The only foreman on there is the time study foreman.

The Witness: At the time this was signed there was Wendt's signature on it. Hanley signature on it, Brzeski-signature on it and Casey, who was a foreman or general foreman. As the manager, Crawford signed it. Foreman of the Process signed it, Radomski; J. Budnik for the time study as well as Nadeau; for the process Clark and Duclos. It was also signed by J. Cook who is foreman of the Process Department.

Q. (By. Mr. Dahling): When, if you know, was that signed? Before or after it was sent into the shop?

A. It has to be signed before because we do not type these until these are signed. The girls have instructions

not to type any of these routings until the signatures
appear.

Q. Have you ever been personally present or a party

to any of these so-called routing sheets?

A. Many times, yes.

0.

Q. Of your personal knowledge are the foremen and general foremen present while these matters are being discussed?

A. Always, as far as I have ever been in it.

Q. Have you ever personally discussed the matters with foremen and general foremen who might be called upon to manufacture the part?

A. Yes, I have.

Q. Have you asked them for their suggestions?

A. Definitely.

Q. As a matter of fact, if a foreman of a certain department is going to do an operation on a part such as this, it would be advisable, wouldn't it, just as it is good business, to call him in and find out if he could work it out in that manner?

A. If we didn't there would be a continual round of argument between the process men and he. If he never signed it he would never agree to it. As a matter of course

we always ask them to sign it.

Q. Now you come to sheet No. 3, is that another opera-

tion on this particular piece of stock?

and it is the details of the tools used on operation No. 10 and it is the details of the tools used on operation No. 10. In other words, sheet No. 2 describes the operations to be performed with no tools shown, and sheets 3, 4, 5 and 6 and up to the first half of sheet No. 6 show the tools used on operation 10, to manufacture that part.

Q. And these tools are furnished to that particular

department for that purpose?

A. Yes.

Q. In the quantity necessary?

A. That quantity we show here under the set-up. We show twelve of these and twelve of those (indicating), that first position (indicating).

Q. Approximately how many tools do you have listed

there as necessary for that operation?

A. Well, there are quite a few.

Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

Q. (By Mr. Dahling): Mr. MacAuley, are these tools that we are talking about used in the machines?

A. Yes, they are used in six spindle automatic machines which are six positions and which we use in a total of six positions and we use forty-five different tools.

1423 Q. In going over this routing sheet with people who approve it, do they also check into the type of tools that are to be used on the machines?

A. Just in general, on this particular case these tools are most of them special and will be designed later. The type of tool, they do agree on, in the manufacturing process, yes.

Q. Now the second half of sheet No. 6, I believe, is where you stopped in adding up the tools that were used for this operation 10. I notice that there is some further material on the bottom half of sheet 6, is that another operation?

A. Operation 20 comes first.

Q. What is that operation?

A. That is to remove the burrs.

Q. What do you mean by that?

A. Well, in turning it off the automatic, there is a little tip left on the end of the piece or the edge is turned up, due to the cutting tools that we use. We use the grinder to grind off the rough burrs.

Q. Does this sheet designate the type of grinder and

type of machine that is used?

A. Yes, we use a Marschke grinder machine numbered DP-1678.

Q. Is the time of the operation also shown on the second half of sheet No. 2?

A. Xes, the classification is here and the classification of the man in this case is MU-119.

1425 Q. What would you call that?

A. It's a burring operation.

Q. And the time for the operation as fixed by the time

study appears on the right hand side of the sheet, the same as in connection with operation number ten?

A. Yes.

Trial Examiner Jaffee: We will take a short recess.

(A short recess was taken.).

Trial Examiner Jaffee: On the record.

Q. (By Mr. Dahling) Mr. MacAuley, you still have in your hand Company's Exhibit 29;

A. Yes, sir.

Q. I believe you finished with the operation which had to do with removing the burrs from the part, is that right?

A. That is correct.

Q. Now, what is the next operation?

A. It is the wash and dip, dip the head in rust preventive oil.

Q. That is operation number 30?

A. That is correct.

Q. The same information appears on the exhibit with respect to that operation, in general, in connection with the other operations you have described?

A. Only that in the particular case of washing this particular group of men are charged into a non-pro-1426 ductive account in which we show no time as a pro-

ductive operator.

Q. What is the next operation as shown by the exhibit?

A. The next operation is inspection before it leaves the department, which happens to be in this case UDL.

Q. That sheet lists the gauges which are used in making

the inspection?

A. Yes, sir.

Q. If after this route sheet is set up, a foreman decides that the process could be improved, what does he do?

A. He requests a change in the operation sheet.

Q. Does he have a regular form which he sends through on that?

A. He does.

Mr. Dahling: Will you mark this Company's Exhibit 30? (Thereupon the document referred to was marked for identification as Company's F hibit No. 33.)

- Q. (By Mr. Dahling) I show you Company's Exhibit Number 30, and ask you if that is the form to which you have just referred?
 - A. Yes, sir, it is.
- Q. And that is entitled, "Recommendation for tool or operation change"?
 - A. Yes, sir.
 - Q. Where would that form be signed by the foreman making the request?
- 1427 A. Down in the lower lefthand corner.
- Q. That is a form which is in general use in the Packard Company?
 - A. Yes, it is.
 - . Mr. Dahling: I offer Exhibit Number 30 in evidence.
 - Mr. Karasick: No objection,
 - Mr. Nelson: No objection.
 - Trial Examiner Jaffee: Received.

(The document heretofore marked for identification as Company's Exhibit No. 30 was received in evidence.)

Mr. Dahling: Will you please mark these Company's Exhibits 31, 32, 33 and 34?

(Thereupon the documents above referred to were marked for identification as Company's Exhibits 31, 32, 33 and 34.)

Q. (By Mr. Dahling) Mr. MacAuley, I show you forms which have apparently been filled in and which have been marked Company's Exhibits 31, 32, 33 and 34, and ask you what they are?

A. Exhibit 31 is a recommendation for a tool and operation change requested by A. Lynch, Department GDM, asking us to remove from operation 10 and replace in operation 240 the part of the operation of forming the 90 degree radius on the inside of the gear.

Q. Who is Mr. Lynch?

A. He is the foreman of GDM department. And on 1428 that he also requests the two changes he wants made.

This was put into effect on our change number 253121 and 2, with alterations for the layout issued on July 8, 1944.

Q. Now, I notice that these forms in the bottom left-hand corner have the words, "Requested by"?

A. That is right.

Q, And that is where the form is signed by the foreman or general foreman?

A. The foreman or general foreman requesting the

change.

Q. Then just to the right of that in the next column,

the next column is headed "Approved by".

A. That is where the change involves a whole lot of expense. It might have to go, in, in that case, to the divisional manager and the master mechanic for approval to see whether the requested change would make a saving to justify it.

Q. If the saving is not great?

A. In these particular cases nobody's name appears but the general foreman and the foreman and the process man that made the change.

Q. Coming to the form marked Company's Exhibit 32.

was that initiated by a foreman?

A. This was requested by Mr. Kimmel, in GDX.

Q. That was a request for a change in the operation?

A. It says on here, "Please change operation and 1429 tools to the way operation is now being run." In other words, the foreman in this case changed it. before he had a change on the process sheet! Now he is trying to get the operation on the sheet up to the way he is performing it.

Q. What is Company's Exhibit 33, for identification?

A. That is a request by J. Miller.

Q. What is he?

A. He is a foreman in the GDC; in which he asks that a tool be added to the routing sheet MP-1007-T, a threecornered scraper.

Q. Did that go through and was it approved?

. A. It was sent through by Mr. MacDonald, of process, and says here, "The tool has been in the crib but not on _ the process sheet."

Q. What is the form marked Company's Exhibit 34, for

identification?

A. That is a request for a change by A. Lynch.

Q. Who is Mr. Lynch?

A. He is a foreman in GDM.

Mr. Nelson: Is he a foreman or a general foreman?

The Witness: I don't know.

Trial Examiner Jaffee: By the way, you are using the word "foreman"-

The Witness: (Interposing) In general terms.

Trial Examiner Jaffee: In general terms?

1430 The Witness: Yes, sir.

Mr. Nelson: The reason I raised the point, Mr. Examiner, is because the testimony now would indicate that these may not be originated by an assistant foreman, and it would appear on the record up to now that it could be done only by a foreman or a general foreman. In other words, an assistant foreman would assist to his foreman and the foreman would originate that.

The Witness: Usually it is the foreman and the general

foreman that we get these requests from.

Mr. Nelson: Oh, we will agree there might be an exception here and there on that.

Q. (By Mr. Dahling) What is requested?

A. He requested certain items be added to the routing sheet. For instance, he wanted added to operation 46 a Tampico Brush and added to operation 47 a washing operation, and add to operation 65 a Tampico Brush, and add to operation 222, to break all sharp edges and add to operation 223 an air gun on the teeth.

Q. Now, these forms, exhibits 31 to 34, inclusive, for identification, were taken from the records of the Packard

Motor Car Company?

A. Yes, sir.

Q. They are a part of their permanent records?

A. Yes, sir.

1431 Mr. Nelson: Do you mind if I ask a question about each of these?

Mr. Dahling: No.

Mr. Nelson: Regarding Company's Exhibit 31, who is Mr. Gubbins?

The Witness: He would be the process man that made this change in the routing. This shows the change number.

Mr. Nelson: That is Mr. Gubbins' signature?

The Witness: Yes, sir.

Mr. Nelson: He is the process man to whom this request was referred?

The Witness: Yes, sir.

Mr. Nelson: And it became operative because he requested it?

The Witness: Yes, sir.

Mr. Nelson: Now, on exhibit 32, the signature of Mr.

C. Harter appears. Who is Mr. Harter?

The Witness: Mr. Harter is a process man.

Mr. Nelson: With authority to approve the recommendation of this kind?

The Witness: He adds it to the routing sheet, yes, sir. Mr. Nelson: On Company Exhibit 33 there is a signature of J. MacDonald over a date. Who is Mr. MacDonald?

The Witness: He is a process map.

1432 Mr. Nelson: He had authority to act on a recommendation of that kind?

The Witness: Yes, sir.

Mr. Nelson: On Company Exhibit 36, I see here a little out of place, but in red, Mr. B. Terry. Who is Mr. Terry? The Witness: Mr. Terry is a process man.

Mr. Nelson: With authority-

The Witness: (Interposing) To add to the process sheet.

Mr. Nelson: On exhibit 31, and Exhibits 32, 33 and 34, when these exhibits are acted upon, then that is reflected in either an amendment to or a new issue of Company's Exhibit 29?

The Witness: There is a new routing sheet and a new issue number assigned to it. Whatever the last issue, there is a new issue added to indicate these changes.

. Mr. Nelson: And that would apply to the department from which it came and to the department to which it went?

The Witness: Wherever the routing sheet is distributed they all get copies.

Mr. Nelson: It will go to any department that it affects?

The Witness: That is right.

Mr. Nelson: As to either tools or material?

The Witness: That is right.

1433 Mr. Nelson: No objection.

Trial Examiner Jaffee: Received.

(The documents heretofore marked for identification as Company's Exhibits 31, 32, 33 and 34 were received in evidence.)

Q. (By Mr. Dahling) In each case, however, on exhibits 31 to 34, inclusive, the recommendation was initiated by a foreman, was it not?

A. A foreman or a general foreman.

Q. I think we had gotten to the sheet that had to do with the washing operation; had we not?

A. Yes, sir.

Q. I am referring now to exhibit 29, the routing sheet. Just generally, what operation follows the washing?

A. On this one, it is, inspection.

Q. Do you have a regular department for that purpose?

A. Yes, sir.

Q. They inspect this part?

A. Yes, they do.

Q. The gauges used in connection with making the inspection are shown on this sheet 7 of Exhibit 29, is that right?

A. That is correct.

Q. Then what is the next operation?

A. They shipped them to heat treat.

1434 Q. You consider the heat treat as one operation?

A. Well, there is a number of operations within that heat treat department.

Q. Can you give them to us just rapidly?

A. Well, this particular one, the first operation, is to degrease.

Q. That is to clean the part?

A. To remove the oil, the film on the part.

Q. Then what is the next operation?

A. Then to harden. After hardening, it is degreased again.

Q. When you say harden, that is done through some sort of heating process?

A. Heating and dipping in oil, then it is degreased

again, then it is drawn.

Q. What do you mean by drawn?

A. Well, heated up to—set the heat and bring it back by cooling at a certain rate of seed, after which it is wheelabrated.

Q. What is that operation?

A. That's an operation equivalent to sand blasting in which they remove the scale.

Q. And the time of the operation as fixed by the time study is set forth in the same manner on this sheet number 8 as in the previous sheets that you have testified about?

1435 A. That is correct.

Q. What is the next operation?

A. Then they spot polish the piece.

Q. What is spot polishing?

A. They merely spot polich one particular spot, so they can ake a Rockwell hardness test of the piece. In other words, we must remove the surface in order to obtain the correct Brinnell or Rockwell hardness test.

Q. And this particular part has to come up to specifi-

cations? .

A. That is correct.

Q. And part of those specifications are that it must have a certain nardness?

A. Yes, sir.

Q. That is determined by the test that you have just spoken about?

A. That is correct.

Q. What is the next operation?

A. After which it is dipped in rust preventive oil.

Q. Then what is the next operation?

A. It is shipped to Department UDK.

Q. Then UDK continues working on this piece?

A. Yes, they do.

Q. What are their operations?

A. They grind the end face at thread end to three-

1436 Q. (Interposing) Well, just a minute, they grind the end face. That is to a certain size?

A. Yes, sir.

. Is that the total operation in that department?

A. Well, there is further operations, in UDK.

Q. What are the further operations? Just state them agenerally.

A. A pough grind, a centerless grind.

Q. What does centerless grind mean?

A. It means they pass this piece through two grinding wheels, running in the opposite direction to grind this piece perfectly round. In other words, they could do it a second way, by putting this bolt on an arbor and face grinding it or OD grinding—rather, not face; centerless grinding is much faster.

Q. What other operations are there in that particular

department?

A. It is shipped from there to UDA.

Q. And there are further operations there?

A. Yes, sir.

Q. Just generally, what are they?

A. They broach the head.

Q. What do you mean by that? ...

A. In this particular case it is similar to an operation of milling.

1437. Q. I do not know what milling means.

A. By milling we mean cutting the surface to a flat edge or area.

Q. Then what happens to the piece?

A. It remains in the same department where we drill through the complete bolt from end to end.

That is the work done in one department, is it?

A. Yes, sir.

Q. And after that is done?

A. There is still done in UDA further work.

Q. What is the further work?

A. We face the head end of the bolt.

Q. It goes from there to what department?

A. To inspection again.

Q. Then after it clears that inspection?

A. It is sent to UDE, another department, where we remove the sharp edge on the point 385 diameter.

Q. In other words, you remove the sharp edge to bring

it down to a certain size?

A. Yes, sir, we just ground the edge. "

Q. What further work is done in that department, if any?

A. Well, the burring operation where we burr the head

of the bolt in UDD.

Q. Now, when you say that is the operation in UDD, does this department do any other type of work?

1438 A. Mostly on burring and polishing, that type of

work.

Q. So that people in there would be burrers and polishers, is that it?

A. They are specialists in that kind of work.

Q. And this part comes to them together with other parts of similar character for the purpose of being polished and so on?

A. Yes, sir.

Q. What happens then?

A, It is rough polished to the point 229 diameter hole and it is finish polished, then washed and dipped in rust preventive.

1439 Q. (By Mr. Dahling) Now, then, follow through

after that.

A. It is inspected again in that department.

Q. Then where does it go?

A. It is shipped to the UDA Department.

Q. What dog they do in that department?

A. They etch the part.

Q. When you say they etch, what do you mean by etch!

A. They mark it with an electric—in this particular case, with an electrical tool indicating the part number on the head.

Q. And I take it, it is practically completed?

A. No. Q. What happens?

Trial Examiner Jaffee: You are not going to get off that easily, are you?

The Witness: It is sent to the ADK for semi-grind on the face—under the face of the bolt head.

(By Mr. Dahling) Is that another operation, to bring it down to specifications?

A. Yes. After that, it is drill to cotter pin holes.

Q. Is that in the same department?

A. Yes. Then we counter-sink to cotter pin holes. Then we ream to cotter pin holes. Then we center the thread end.

Q. Is this hole in the one department?

1440 A. Yes.

Q. And they do similar work on other parts?

A. Yes.

Q. With the idea that you have these departments established so that as these various parts for the automobile are made and have to have identical operations on them, you have a department, which will carry through those operations on all of the parts?

A. That is ordinarily right and true, but in this particular part, in the DUA Division, the U Division generally is what we call a miscellaneous department, where due to the short operations of the pieces we use the same machines to run a number of pieces rather than setting the machines up and running a line production in which we never change the machines. This particular department is set up to run a variety of pieces.

Q. In the other departments or some of the other departments you mean the machines would be set up so as to just work on-

A. (Interposing) The same piecel

Q. The same piece, the same job on the same piece?

A. That is right.

Q. As it came to them down the line or by means of truck?

A. That is right.

Q. Then what happens after that?

1441 A. We centerless grind it again and then we grind the thread and then we hand-file or hone the sharp edge. It is then washed and magnafluxed.

Q. What is the purpose of that operation?

A. That is to check to see whether there are any surface cracks in the bolt due to the heat treat or grinding during the process.

. Q. And that is done by means of electricity?

A. Yes, it is.

Q. What is the next operation?

A. Inspection.

Q. Then it is inspected?

A. Yes. And then it is degreased and dipped in rust preventative oil and shipped to DDX, where they use the part.

Q. And that is the story of this particular part and of

its manufacture?

A. That is the story of a single bolt.

Trial Examiner Jaffee: That is the story only in its highlights?

The Witness: Yes, sir.

Q. (By Mr. Dahling) In addition to the general information you gave us, these sheets show, do they not, the result of the time study and the time of each one of the operations as fixed by the study?

1442 A. Yes, sir.

Q. Except in those cases where the non-productive

departments are?

A. In this particular case, being an original routing; that would not be the result of a time study, that is an estimated time on those, it is later that the time is studied.

Q. I notice that on some of the sheets there appear to be lines, crayon lines, drawn through some of the writing and some of the typewriting. What does that mean?

A. We use those sheets rather than rewrite by longhand and we take an old sheet of a similar part and cross off the tools or parts of the operations which no longer apply to this part. That is to save time, why we do that.

Q. And if you had a brand new part that you had not manufactured before, you would have to set that up com-

plete from the beginning, however?

A. It would be all in pencil, in that case.

Q. When you say that you had inspection, is that your Company inspection?

A. That is Company inspection.

Q. This is a part for the Rolls Royce motor?

A. Yes.

Q. Does the Government inspect that at any time—I mean this part?

1443 A. The Government inspector will check, in that particular case, with our inspection, and if he is satisfied that our inspector is doing a satisfactory job and that our equipment is satisfactory, he will accept our inspection.

Trial Examiner Jaffee: That Company's Exhibit 29 which you went over, Mr. MagAuley, applies to Rolls

Royce engine?

The Witness: Yes, it does.

Trial Examiner Jaffee: I say that because Mr. Dahling and I have inadvertently, in our questions, referred to an automobile—

Mr. Dahling: (Interposing) Yes, I know I did. 3

The Witness: I answered that on the basis that we do treat all automobile parts similar to this part. These are routings and operations which we must go through—and the same procedure in making a car and in making a simple bolt like this bolt for the Rolls Royce engine.

Q. (By Mr. Dahling) Then, just some of the detailed

things are different?

A. Yes.

Q. And in the case of an aircraft engine, it is more difficult?

A. Yes.

Q. Well then, would you-

1444 A. (Interposing) We would not make a bolf for an automobile similar to that one.

Q. When you make the bolt for the automobile, you mean it does not have to go through as many operations?

A. No, sir.

Q. What is the reason for that?

A. The stress on the bolt in an automobile that we have on an aircraft engine—in other words, an aircraft engine is stressed up to the point where we develop about one horsepower for each pound of weight, where in the auto-

mobile we may add that up to ten or fifteen pounds of weight per horsepower.

Q. Consequently, the parts do not have to be as hard or

as finely machined?

A. It is not finely machined or accurately machined.

Q. When you are building automobiles, you prepare the same type of routing sheets for these parts and they flow along generally the same course of procedure as set forth in Exhibit 29, except that you maintain so many operations or so many inspections, is that right?

A. That is right.

Q Now, I believe you said that there were about 4,000 parts to the ordinary automobile?

Trial Examiner Jaffee: 4,000 different parts.

The Witness: Yes, sir.

1445 Q. (By Mr. Dahling) As to each one of these parts, would you have a routing sheet of this sort, if you were manufacturing that part in your plant?

A. Yes, and on purchased parts which we have to inspect as received, we will put out a process routing on those showing the gauges used in the inspection.

Trial Examiner Jaffee: I know now the cause of the

paper shortage.

Mr. Dahling: It is helped by the Government departments.

Trial Examiner Jaffee: They run neck in neck.

Mr. Dahling: I do not like the policy of the Govern-

ment in using both sides of the page.

Q. (By Mr. Dahling) Mr. MacAuley, referring again to Company's Exhibit 29, I believe you have already testified, but I want to be sure of it, that when you come to a model change in a car, you might have to make extensive changes in the routing sheets covering the part in that car?

A. Yes.

Q. And that was particularly true, wasn't it, when you

set up the small car department?

A. When we set up the small car production, it required a complete set of new routing and every part had to be re-processed.

Q. Then, as you changed your models, it was not necessary to change all of them but some of the designs being changed, you had to set up new routing sheets again!

A. Any time any dimension on any given part is changed, we have to change the routing sheet reflecting

that change.

Q. Based upon your personal experience, when changes of that character are made, are they ever referred or discussed with the foreman?

A. Very definitely. I do not know of any time—at least, they have been very few, if there are any—when they are not discussed, because the process man has to make the change and he and the foreman and the general foreman and the division manager and working together almost all the time.

Q. And you have personal knowledge of the fact that that is done?

A. Yes.

Q. And have you yourself, in connection with these routing sheets, discussed matters involved and problems involved in connection with routing sheets with foremen and general foremen?

A. I would never sign a routing when I was a division manager unless the general foreman's and foreman's name was on it ahead of me. I wanted to be sure that he had seen it and agreed to it.

Q. And you had been a division manager?

1447 A. Yes; at Pontiac and Packard.

Q. And the same situation you are testifying to would apply to both Pontiae and Packard?

A. Yes.

Mr. Dahling: Mr. Examiner, I see it is four-thirty and I have an important appointment with a gentleman who is leaving town tonight. I wonder if it would be possible at this time to adjourn? I would consider it a great favor if you would grant the request.

Trial Examiner Jaffee: Very well. You have also indicated it to me off the record, Mr. Dahling. Since it appears that we cannot finish this case by tomorrow and

since Mr. Donovan indicated no anxiety about sitting tomorrow and since next Monday is New Year's Day, we will recess at this time until next Tuesday, January 2, 1945, in Judge Picard's old courtroom on the northeast corner of the eight floor at 9:30 A. M. I wish you gentlemen a happy new year.

(Whereupon, at 4:30 o'clock P. M., Friday, December 29, 1944, the hearing was adjourned until Tuesday, January 2, 1945, at 9:30 o'clock A. M.)

1448

Room 857, Federal Building, Detroit, Michigan, Tuesday, January 2, 1945.

Pursuant to adjournment, the above-entitled matter came on for hearing at 9:30 A. M.

Before:

Samuel H. Jaffee, Trial Examiner.

1450

PROCEEDINGS.

Trial Examiner Jaffee: Are we ready to proceed, gentlemen?

MORTIMER F. MACAULAY

resumed the stand, was examined and testified further as follows:

Direct Examination (Continued).

Q. (By Mr. Dahling) Mr. Macaulay, the preparation of the routing sheets for the various parts of the automobiles in peacetime and for the products you are presently producing, in the manner you have testified that Exhibit 29 was prepared, is standard practice at the Packard Motor Car Company!

A. Yes, it is.

Q. And once that routing sheet has been prepared and approved, must that be followed by the foreman?

A. Once a routing sheet is prepared and approved and

typed and sent to the shop it becomes the official "Bible," as we call it, for the whole manufacturing division.

Q. And that would be not only for the foreman but also the superintendents and assistant division managers and division managers and so on up!

A. Everybody, including the divisional manager, is supposed to follow that routing or ask for a change in it.

Q. And those changes, of course, could be suggested 1451 by any one of the managerial staff!

A. That is correct:

And that would start with the foreman and go on up through the division manager?

A: That is right.

- Q. I presume in case of an emergency they could temporarily make a change, if that was required?
- A. In case of an emergency they do divert from the routing, but they cannot continue because if they did we would not have the tools available for them.
- Q. As I understand the process men in the first place will make up this routing sheet after various conferences, is that true?
- A. That is right he makes what we call a recommended process.

Q. Then what follows?

A. He takes the routing and goes over it with supervision, at which time they can concur with the process men and approve it, and if they do not approve it he changes it so that finally an approved routing is ready for typing.

Q. Where does the foreman appear in this particular

picture?

- A. He approves it with the other supervisors that are affected.
- Q. Now, does it happen at times, Mr. MacAuley, that 1452 changes in tools or various apparatus which may be used will be requested?
- A. Why, when it comes to tools and non-productive supplies, such as oils, compounds, or other things that are used in connection with the operation—at times, the original specification will not do the job satisfactorily

and the foreman does have the right and does request that a trial run be made on different tools or different oils.

Q Is that request presented in writing?

A. Yes.

Qr Do you have any of the forms used in that connection?

A. Why, there are some here, yes, some on gloves, some on files. This is a honing compound (indicating).

Mr. Dahling? Will you mark these documents Company's

Exhibits 35, 36, 37, 38, 39, 40 and 41?

(The documents referred to were marked for identification as Company's Exhibits Nos. 35 to 41, inclusive.)

Q. (By Mr. Dahling) Mr. MacAuley, I show you papers marked for identification as Company's Exhibits 35 through 41, inclusive, and ask you what they are? Just-generally, in the first place, what are they?

A. These reports—they represent requests for test material, the original in pencil, followed by a report of the trial test in pencil, which was made in various depart-

ments on various materials, with the typed sheet,

3. the top sheet typed, a copy of the report.

Q. Who makes these requests, Mr. Macaulay?

A. The request for the test can come from various sources, many of which we receive from the foremen themselves, some are received from the purchasing department and some from the metallurgical department.

Q. Are these papers, which are designated as Company's Exhibits 35 to 41, part of the records of the

Packard Motor Car Company?

A. Yes, they are.

Q. Will you start in with Exhibit 35, the first exhibit, and tell us what it is?

A. Exhibit 35 is a request for a test made by E. Regul, department foreman, in which he wanted to try out some taps. This test was run on a number of different size taps, a list of which is attached and a copy of the Foreman's report is attached, signed by Edward Regul. The test was conducted by Winfield and H. Papke. The test was approved by the foreman, Edward Regul. It was also approved by the divisional manager, G. Deislinger.

Q. When you say the test was approved, do you mean they approved the use of the new taps?

A. They approved the result of the test. In other words, in this particular case his report is that, "These taps have

been tried and have worked fairly satisfactory. complete analysis and recommendation establishing

the correct taps for all operations will be issued at the completion of the investigation."

Trial Examiner Jaffee: That is something you just read from the exhibit?

The Witness: That is correct.

Q. (By Mr. Dahling) That is the report of the foreman as it appears on the exhibit?

A. Yes, sir.

- Q. Now, Mr. MacAuley, that last Company exhibit-no, take the next one, Company Exhibit number 36, and just tell us what was tested in that case?
- A. In the particular case the test was conducted by foreman Smith, the department foreman.

Q. Yes, but what was tested, was that an oil?

A. This was to check a honing compound.

Q. And the request was made by whom?

A. The test was evidently made by the purchasing department.

Q. Coming to Company's Exhibit 37, what does that re-

quest cover?

- A. This request covers a test on a double cut taper file and the test was requested by the department foreman, Charlie Naas.
 - Q. Company Exhibit 38, who made that request?
- A. The request is signed by William Rogers and was a test made on aluminum flux,

Q: Who is Mr. Rogers?

A. He is a foreman in the B. A. Department.

Q. When you say it is a test on aluminum flux, what would that mean? What do you use a flux for? ...

A. It is a material we use in melting aluminum.

Q. Company's Exhibit 39, who made the request there!

A. The request is made by Otto Beyer, department forenan in the YBD Department.

Q. What did he desire to have tested?

A. He was checking on gloves.

Q. And Company Exhibit C-40, who made that request?

A. That was made by Mr. Fuller, who is the departmental foreman in the "E" division.

Q. What did he desire tested?

A. He was checking "Eyegard" shields. That is a trade name.

Q. E-y-e-g-a-r-d, Eyegard is a trade name for shields?

What type of shields?

A. It is for the protection of the eyes in the forging shop.

Q. Company's Exhibit 41, who made that request?

A. That request was made by the purchasing department because of the War Production Board Conservation

1456 Order Number M-106, which restricted the use of shellac. The test was made by A. Bede.

Q. Who is Mr. A. Bede?

A. He is the carpenter foreman in the plant engineering department.

Mr. Dahling: I offer Company's Exhibits 35 to 41, in-

clusive, in evidence.

Mr. Nelson: No objection to the exhibit on our part.

Trial Examiner Jaffee: Is there any objection to the exhibits, gentlemen?

Mr. Karasick: I have not finished them yet, Mr. Ex-

aminer.

Mr. Nelson: Can we speak off the record for a moment? Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record. Company's Ex-

hibits 35 through 41 are received in evidence.

(The documents heretofore marked for identification as Company's Exhibits 35 through 41 were received in evidence.)

Mr. Dahling: Would you care to look at the exhibits,

Mr. Examiner?

Trial Examiner Jaffee: Later.

Q. (By Mr. Dahling) Mr. Macaulay, I believe you stated that the report of the test appears as one of the papers in each one of these exhibits?

1457 A. Yes, it does. The report of the test is usually the last sheet in this particular bunch.

Q. And where the test has been made by a foreman,

does he sign this report?

A. If it hasn't been made by him, he concurs with the test and agrees that it is satisfactory or unsatisfactory.

Q. These exhibits, Company's Exhibits 35 through 41, inclusive, are samples of these requests for tests?

A. That is correct.

Q. You have others in your file?

A. We have a number of those, yes.

Q. That is the same situation with respect to Company's Exhibits 31 to 34, inclusive, in connection with recommendations for tool or operation changes?

A. That is correct.

· Q. Those exhibits are samples and you have others in your files?

A. That is right.

Q. These materials that are tested, do they come from various manufacturers?

A. Manufacturers all around the country.

- Q. Would the source of the material appear on the article or would that be made known to the person making the test?
- A. They always know where it comes from, because if it is a tool it usually has the Company's trademark on it; if it is a compound or oil, the drums are so marked.
- Q. I notice in one of these Company exhibits, Exhibit Number 40, it appears that the test was made of a goggle or shield with the trade name of "Monogoggle" manufactured by the American Allsafe Company, Incorporated?

A That's right.

2. The same information with respect to other products would likewise appear on these requests?

A. The foreman gets a copy out of the report showing from whom it was received so he can fill out the necessary information.

Q. Now, Mr. MacAuley, what are the different managerial levels at the Packard Motor Car Company, starting with, we will say, the president!

' A. Well, immediately next to the president would be the vice-presidents.

Q. Do you have an executive vice president at the pres-

ent_time?

A. Yes, we do.

Q. That is Mr. James Marks?

A. That is correct.

O. The next in line would be the vice-presidents?

A. We have a vice-president of engineering-

Trial Examiner Jaffee: (Interposing) Just answer the question, please; we will get along much faster.

The Witness: Okay. We have other vice-presidents. Q. (By Mr. Dahling Who are these other vice-

presidents?

A. Vice-president of engineering, vice-president in charge of sales, vice-president of manufacturing, a comptroller.

Trial Examiner Jaffee: Have you finished the vice-

presidents?

The Witness: No, there is a vice-president in charge of Mr. Tibbetts-I den't know.

Q. (By Mr. Dahling) He is patent counsel, is he rot?

A. That is correct.

Q. What is the next level below your vice-presidents? Trial Examiner Jaffee: Just a moment, off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

Mr. Dahling: Will you read the last question? " (Question read.).

The Witness: Do you want to go to manufacturing?

Q. (By Mr. Dahling) Confine yourself to the manufacturing department. As I understand it, the vast bulk of your foremen who are designated on the petition in this case are in the manufacturing departments, both productive and nonproductive. To save time, will you donfine yourself to those particular departments, Mr. Mac-Aulev?

A. Next to vice-president of manufacturing is the manager; next to the manager is an assistant manager and under the assistant manager we have a manager of the G. Division.

O. Just so this is clear, when you say next under the

vice-president of manufacturing comes the manager, will you tell us the manager of what?

A. The aircraft division.

Q. That would be what we have termed one of the large divisions?

A. This is just typical of another division.

Q. You would also have the manager over your car and marine division?

A. That is right.

Q. Then under these managers of the two main divisions, you also have a manager of the smaller divisions, is that right?

A. Yes, sir.

Q. The smaller divisions, into which these large divisions have been broken?

A. That is right. Q. Po you also have assistant managers?

A. In the small divisions?

Q. Yes, in the small divisions?

A. Yes, we do.

Q. What is your next level below your assistant division managers ?...

1461 A. We have a few cases where there are superintendents.

Q. They would fall in next below your assistant division managers?

A. That's right. >

Q. When I say assistant division managers, am I correct that these division managers operate and supervise in the smaller divisions into which your two large divisions have been broken up?

A. They are what we might call sub-divisions of the main divisions.

Q. Then, below the superintendent, what is the next level?

A. The general foreman.

Q. Below the general forements the foreman!

A. The foreman and the assistant foreman.

Q. Below the assistant foreman you go to the rank and file?.

A. Well, you have leaders and job setters and then what you might call the rank and file.

Q. What is a leader

A. He is a productive operator in a department, who instructs new men as generally in a small group and is responsible to his assistant foreman as need be. That is a productive worker.

Q. He is a member of the CIO insofar as the Packard

Motor Car Company is concerned?

1462 A. Yes, he is.

Q. You spoke of a job setter. What is a job setter?

A. Also a productive operator in a department, who sets up the various machines, and in some cases, particularly where we have women operators, do the dressing of the wheels.

Q. Is the job setter among those who are included in the UAW Union?

A. Job setters are included in the UAW and are members.

Q. And your contract covers job setters?

A. That is right.

Q. That has not been true at all times, has it?

A. No, that was changed from originally when they were not included.

Q. Let's start back up the line again, Mr. MacAuley, with, we will say, your superintendents. Over what do these superintendents have jurisdiction?

A. The superintendent is usually a man who has juris-

diction over a number of departments.

Q. Now, I believe that there is testimony that there are approximately 300 departments in the Packard Motor Car Company?

A. That is approximately right.

Q. And the seperintendent would have jurisdiction over a number of these departments?

1463 A. That is right.

Q. Some superintendents would have jurisdiction over many and others would not have so many, is that right?

A. That is right.

Q. What is their particular function? That is, I am re-

ferring to the superintendents now?

A. They assist in a sense—they are assistants to the divisional manager or to the assistant divisional manager and they supervise and consult with the general foreman as to his problems.

Q. And if they have problems, with whom do they con-

sult?

A. Superintendents?

Q. Superintendent.

A. He will consult with the assistant divisional manager or the divisional manager.

Q. I believe you testified that they may in that sinse supervise a number of departments?

A. That is right.

Q. Next above is the assistant divisional manager of a small division—

Mr. Nelson: (Interposing) flow many superintendents are there?

The Witness: As far as I know in the aircraft-

Mr. Nelson: (Interposing) In the plant?

Mr. Dahling: That figure can be arrived at from the 1464 charts.

Mr, Nelson: Maybe he could tell us.

The Witness: 'k do not know offhand, Mr. Nelson.

Mr. Nelson: Mr. Examiner, I thought we could get the number of superintendents, assistant division superintendents and division managers and assistant division managers.

Mr. Dahling: That appears in the chart covering the manufacturing division. I intended that to be the source of my computations. I have not actually counted them.

Mr. Nelson: We do not have the charts.

Trial Examiner Jaffee: Let's go ahead, gentlemen.

² Q. (By Mr. Dahling) I believe you are now going to tell us about the assistant manager of a division. What is his jurisdiction?

A. His jurisdiction is that he supervises and consults, if there are any superintendents in that division or he consults with the general foremanas to his problems.

Q. Now, the assistant division manager would supervise a number of departments?

A. That is right.

Q. And would the number of departments exceed those over which you had a superintendent?

A. Usually it does, 1

Q. Your next in line then is your division manager?

A. That is right.

1465 Q. What is his jurisdiction?

- A. He has jurisdiction over the whole division which may consist of a number of departments under which he has general forement and foremen and possibly assistant foremen.
 - Q. And he, of course, is responsible for the work?

A. Of that division, yes.

Q. Of that particular division?

A. Yes.

Trial Examiner Jaffee: When you say may consist of a number of departments, are there any cases where it does not?

The Witness: In some cases like the F and K we do not have many departments. Those are large departments, but usually we break our departments down so that there are usually in a division a number of departments.

Trial Examiner Jaffee: Are there any cases where a

single department constitutes one division?

The Witness: In manufacturing?

Trial Examiner Jaffee: Yes.

The Witness: I don't know of any offhand.

Q. (By Mr. Dahling) If there are, would they show in the charts placed in evidence?

A. They would show in the charts. I do not know of any.

Q. In the manufacturing and productive division above your division manager, who would then come? Your vice-president?

1466 A. Above your divisional manager comes your as-

sistant factory manager or factory manager.

Q. When you say the factory manager, is there more than one?

- A. There is in the aircraft one and in the car division one.
 - Q. Who is the factory manager in the aircraft division?

A. Mg. Brown.

Q. And in the car and marine?

A. Mr. Reifel.

Q. Do they have assistants?

- A. Mr. Brown has an assistant. Mr. Reifel does not.
- Q. Then above these factory managers would come the vice-president in charge of manufacturing?

A. Yes.

Q. And above the vice-president in charge of manufacturing would come the president?

· A. The executive vice-president and the president. ·

Q. A number of these division managers, superintendents, were originally foremen, were they not?

A. As far as I know, every one of them has been at one time. I do not know of any exceptions right now.

Q. Mr. Christopher is the president of the Contoany?

A. Yes, he is.

Q. Was he at one time a foreman?

1467 A. At Delco, at one time.

- Q. How about your factory managers that you have named?
- A. I don't know too much about Mr. Brown but Mr. Reifel was at one time, way back in the experimental days; later he was superintendent of the experimental department.

28 Q. When you get down to your division manager and assistant division manager and superintendents, you would say that the majority of them are?

A. I do not know of any case that a divisional manager has not been a foreman at one time.

Q. How about your assistant divisional managers?

A. The same applies.

Q. And that applies also to superintendents?

A. The same thing.

.Q. Now, coming down the ladder again to the foreman level, I wish you would tell us, Mr. MacAuley, just what

are the powers, duties and responsibilities of the foreman from the viewpoint of the Packard Motor Car Company? In that connection you may use any notes you may have prepared.

A. Well, I have listed the different responsibilities, and

I can go over them.

Q. Would you go over those different responsibilities and tell us about them?

A. First-

Trial Examiner Jaffee: (Interposing) I think the 1468, witness ought to indicate what he is reading from or looking at.

Mr. Dahling: Mr. MacAuley, you are reading from a

paper at the present time?

The Witness: I am reading from a set of notes I made myself.

Mr. Dahling: Those were made by you personally?

The Witness: Yes, they were.

- Q. (By Mr. Dahling) I didn't consult with you about them?
 - A. No, sir.

Q. And you are using that for the purpose of refreshing your recollection so that you will give the full story?

A. That is right. There are so many responsibilities that I listed them out and had them typed out so that I would have them.

Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

Q. (By Mr. Dahling) Mr. MacAuley, did you prepare an analysis of what you believe is a foreman's job?

A. Yes, I did.

. .

Q. And did you list in there what, in your opinion, are his duties?

A. I did.

1469 Q. And his responsibilities?

A. Yes, sir.

Q. And his authority?

A. Well, I wouldn't say that the authority is outlined

in detail, but he has to have authority to complete the responsibilities as shown here.

Q. In your opinion, from your experience, does he have that authority?

A. Yes, he has:

Q. This analysis that you prepared was prepared, based upon your experience in the manufacturing of automobiles, and at the present time, war production?

A. Yes, it is.

Q. Do the various duties and responsibilities which you have listed on your analysis of the foreman's job—strike that. Do you, based upon experience, have foremen who actually and substantially carry out these duties and responsibilities?

A. We have.

Q. If you did not have foremen or assistant foremen who substantially carried out these duties and responsibilities, what effect would it have upon your production?

A. Well, production would be limited, it would be very costly and we would have considerable labor trouble and

considerable trouble amongst themselves.

1470 Q. In other words, the level of foreman is an important level in the operation, in the running of the Packard Motor Car Company?

A. Definitely.

Mr. Dahling: Mr. Examiner, I have this analysis of a foreman's job concerning which Mr. MacAuley has testified, consisting of five sheets. In a discussion off the record, I believe that it was agreeable that that might be copied into the record rather than have Mr. MacAuley testify as to each particular item?

Mr. Nelson: That is agreeable with me. Mr. Karasick: I will agree to that also.

Trial Examiner Jaffee: Very well, the material just referred to may be copied by the Reporter and it will follow at this point in the record.

"Analysis of a Foreman's Job

"He has responsibilities to the Management, to the Workers and is responsible for Material and Equipment.

- 1. Representative of management to the worker
 - (a) Interprets policies to the workers
 - (b) Develops and maintains morale
- a. Policies regarding Welfare, Safety, Adjusting Grievances, Wages, Propotions, Organization Functions, etc.
- discipline, placing right man on right job, adjust complaints or sees that action is taken—see that workers are placed on correct classification—Take a personal interest in worker—know the men by name—plan work to keep a steady flow of work in department—adjust problems arising between workers themselves—carefully train workers on the job—encourage workers to do their best—know and see that workers are promoted and transferred on ability.
 - 2. He is responsible to Management for Production.
 - a. Plan work according to schedule
 - b. Get production out on schedule
 - · c. See that operations and processes are performed according to routings
 - d. See that proper number of people are placed on the job
 - e. Suggest improvements in operations or processes
 - f. See that material is available
 - g, See that material completed is accounted for and moved
 - 3. Responsible to Management to maintain quality.
 - a. Sees that parts are made to standard specifications
 - 1472 b. Sees that process is such as to maintain quality
 - c. Checks with inspection to see that quality is maintained
 - 4. Responsible to Management for the Control of Costs.
 - a. By the proper selection and placement of workers
 - b. Proper training of employees

- c. By maintaining proper working conditions
- d. By seeing that tools and fixtures are maintained
- e. By seeing that machines are maintained
- f. See that plant is kept cleaned
- g. Eliminate scrap
- h. Proper usage of tools and expense materials
 - i. Avoid unnecessary help
 - j. See that right amount and type of machines are used.
- 5. Responsible to Management to make Records and Reports.
 - a. Time exception reports
 - b. Employment record cards
 - e. Trouble reports
 - d. Shortage reports.
 - e. Labor requisitions
 - f. Progress reports'

Responsibility to Workers

- 1. Responsibility to Workers to fit Worker to the job and instruct Worker.
- 1473 a. Analyze the requirements of the job to be assigned a worker
 - b. Give employment as much information as possible as to the qualifications required
 - c. Introduce the worker to the job
 - e. Use the men he has if possible
 - f. Show patience as an instructor
 - g. Either take responsibility of instructing himself of delegate someone else
 - b. Demonstrate the job step by step
 - f. Insist on accuracy before speed
 - j. Follow up instructions and make corrections

- 2. Responsibility to workers to maintain discipline.
 - a. Set a good example
 - b. Be impartial .
- c. Deal directly with the individual and the steward if necessary
 - d. Maintain uniform discipline standards
- 3. Responsibility to workers to secure cooperation.
 - a. Show interest in the employees
 - b. Show confidence in his men
 - c. Develop team spirit among his men
 - d. Show appreciation for the efforts
- 4. Responsible to maintain cleanliness and order.
- a. Require workers to keep machines, floors and 1474 benches clean
 - b. See that proper containers for waste are provided
 - c. Arrange for orderly stock piling
 - d. See that aistes are kept clear
 - e. Make workers feel responsible for cleanliness
- 5. Responsible to secure and use suggestions from the workers.
 - a. Encourage operators to make suggestions
 - b. Give operator credit for his suggestions
 - c. Follow up suggestions accepted and see that they are adopted.
 - 6. Responsible to see that workers are rated.
 - a. Does he do good work
 - b. Does he do his share
 - c. Is he a clean, safe and orderly worker
 - d. Is his attendance regular
 - e. Does he work well with others
 - f. Does he follow instructions
 - g. Does he work from starting to stopping time

- 7. Responsible to worker to see right employee is recommended for promotion or transfer.
 - a. Does not make promises not possible to be accomplished
 - b. Show no favoritism
 - 8. Represent the workers view to management.

1475 a. As to working conditions

- b. As to rates
- c. All grievances
- d. Then see that action is taken

Responsibility for Material & Equipment

- 1. Handling material and equipment.
 - a. Receives material from various departments
 - b. See that it is properly stored
 - c. Check shortages ...
 - d. Supervises unloading
 - e. Report shortages
 - f. See that proper containers are used between operations
 - g. Maintain a steady flow
- 2. Maintain equipment and tools
 - a. Instruct employees in care and use of tools
 - b. See that proper tools are used
 - c. See that defective tools and equipment are replaced
 - d. Report all conditions requiring attention promptly

Responsibility to Himself.

- a. See that he leads instead of driving
- b. Avoid being authoritative or belligerent
- c. Avoid assuming unwarranted authority
- 1476 d. Be cooperative with all other departments
 - e. Be willing to call for specialized advice where needed from the various service divisions; such

as, Industrial Relations, Mechanical, Plant Engineering, Time Study, Metallurgical, Material Control, Accounting, etc.

M. F. Macaulay – a 12-15-44"

Q. (By Mr. Dahling) Mr. MacAuley, a foreman, above all things, I suppose, must be a good leader?

A. That is right.

Q. He must have patience?

A. That is correct.

Q. And use good judgment?

A. He certainly must.

Q. He, of course, would be the first man who would know certain operations which were provided for on the routing sheet did not work out well in practice, would he not?

A. Yes.

Q. I believe you have included in your list of his duties that it would be his duty, then, to report those matters to his superintendent, if he had a superintendent, or to the assistant manager, if he had no superintendent?

A. Oftentimes he doesn't report—he immediately.

contacts the process man himself or the tool engi-

neer, whatever he is having trouble with, and gets that man down there to help him; it might be inspection, a process man, a tool man or it might be a metallurgic process. Oftentimes, he calls that help in himself.

1478 Q. (By Mr. Dahling): And based upon your experience that is actually done by the foreman?

A. Yes, it is.

Q. Now, I believe, Mr. MacAuley, you were division manager at one time, were you not?

A. Yes, I was.

Q. What division did you manage?

- A. I managed the small car division or 120 division.
- Q. Approximately how many departments were in that division?

A. I would say about twenty-five.

Q. Would you remember offhand how many foremen you might have had in the division

A. I don't remember offhand. I would have to recheck that.

Q. Well, there would be foremen in each one of these departments, I presume?

A. That is right.

Q. Who was directly under you in connection with the supervision of this division?

A. I had two people, one in charge of the chassis and motor and I had another man in charge of all bodies.

Q. What title did they bear?

A. They were superintendents.

Q. And did you also have under the superintendents 1479 the general foremen—

A. General foremen and foremen and assistant foremen.

Q. Now, in connection with this analysis that you have made and which is now a part of the record, was that prepared based upon your personal experience as a division manager?

A. That was prepared from experiences I have had over a number of years dealing with foremen, the things I held them responsible for and the way we always operated, as far as I was concerned.

Q. And based upon your experience, if a general foreman or a foreman makes a recommendation, how is that considered by the superintendent or as in your case, the division manager, if it got up to you?

A. Well, almost invariably we went along with them unless we definitely could see something wrong with the recommendation and we told them why we did not agree with them.

Q. What might be some of the reasons you would not agree with the general foreman's recommendation?

A. Well, we might know that the expense of the recommendation was far greater than the saving to be made, over a period of time. We may have had advance infor-

mation that a particular part was going to be obsoleted and that the cost of the change would be greater than the saving made over a few pieces.

Q. Furthermore of course, you would have to bear in

mind the operations of the entire division while the foreman would be interested in his department?

A. That is, his department, yes.

Q. Now, then, just to particularize a little more, take your position as division foreman—pardon me, division manager—and state what your duties and responsibilities were in that position.

A. My responsibilities were to see that all the general foremen were working under the same conditions and that they were treating their people alike and were work-

ing together in coordinating their efforts.

Q. And you were responsible of course, were you not, to get out production in the division?

Q. You, of course, had to keep the costs down?

A. That is right.

Q. Would you say that you generally had to run that division as if it was more or less a separate shop and approximately the same as a man would if he had his business and conducted that business on the outside?

A. We ran the whole division just as though it was one hig department, as far as I was concerned.

Each individual foreman or general foreman was responsible for their individual department.

Q. And you in turn were responsible for the entire division?

A. That is right.

Q. If matters came up that you felt should be gone into

by upper management, who did you contact?

A. Usually, if it would pertain to the body division we would call in the superintendent of the body division and his general foreman.

Q. That is where you were dealing with your own men?

A. Yes.

Q. Now, we will say that some matter came to you and you thought you would have to consult with higher authority in the Company, to whom would you go?

A. I would go to the vice-president of manufacturing.

Q. Did you frequently consult with your superintendents?

A. With my own superintendents?

Q. Yes, with your own superintendents?

A. I would say on the average of at least twice a week.

Q. While you were division manager were you on the

floor of the plant very many times?

A. Many times.

Q. Did you ever consult with your general foreman?

1482 A. If they had a particular problem I did.

Q. And they could come to you with their prob-

A. Yes, they could.

Q. You preferred, I presume, their going through their

particular superintendents first, however?

A. I asked the general foreman as a rule if I discussed anything with them, that they be sure and contact their superintendent and advise him of the decisions we reached, so that at all times he knew that we had arrived at a decision and he was not unfamiliar with it.

Q. In what sense, a broad sense, would you say that your duties and responsibilities as a division manager followed very closely or paralleled those the foreman had

in his particular scope of authority?

A. I think we both had the same responsibilities. The only difference I would say, was that I had to worry over a division and he had a department. We had the same responsibilities to the management and to the workers. I had to see that he did do it.

Q. Mr. MacAuley, I presume at times the production in

an automobile factory goes down?

A. That is right.

Q. Then you do not need as many men after your production has been reduced?

A. That is right.

1483 Q. And it might also mean that you would have to reduce the number of your supervisory employees?

A. That is right.

Q. Take an example of where production goes down and you will, let us ay, do away with the night shift, that would nean that you would need less foremen in that particular department, would it not?

A. That is right.

Q. How do you select the foremen who are going to

remain on the job?

A. We make a complete list of all the foremen we have, both day and night, and go over the list with the superintendent. It would refer to foremen and would take in the general foremen and superintendents and we would completely survey the list of day and night men. Between the general foreman and the superintendent and myself we would pick out what we consider our best men, from their production records, as to trouble with workers and their production ability, their general ability and overall ability.

Q. You say that if it was a question of which foreman you would keep on the job as a foreman, that that matter would be taken no with the superintendent and general

foreman?

A. That is right.

1484 Q. And if it was a question of your having to reduce your force by not using as many general fore-

men, with whom would that matter be discussed?

A. I would discuss that with the superintendent. I felt after all it was his responsibility to run the job out there and I wanted him to have the men be felt best capable to do the job.

Q. Would you say that that was the general practice?

A. I think it is.

Q. I'm sorry.

A. I think it is. It is our job, after all—our jobs after

all are no better than what the foremen do for us.

Q. My question was, do you think that that is the way this matter is taken care of in the Packard Company, generally?

A. I would say it has been; I haven't seen it otherwise.

Q. I think I said "Do you think." Is it to your knowledge, I should say, that this procedure is carried out in the other divisions in the same manner that you in your division worked out?

A. I discussed it with all of them and they said they

were doing it the same way.

Q. You would say, in your opinion, it is a standard practice in the Packard Motor Car Company?

A. I don't see how it could be otherwise, Mr. Dahl-

ing.

Q. If you, as the head of this division, found it was necessary to transfer some of your foremen, we will say, what would you do with them? That is, you could not use them as foremen any longer because of the reduction in production and you had selected foremen whom you felt were better qualified than these others. What would you do with those men?

A. I would try to find them jobs some place else:

Q. You would transfer them to that job?

A. That is right.

Q. It might also be possible they would be transferred back to hourly rate workers, is it?

A. It is, yes.

Q. The foreman might be reduced to an assistant foreman, I assume?

A. He might be.

Q. It would be your assistant foreman who, in case of a reduction in production, would be transferred back to the rank and file, would it?

A. Usually that's the way we step it down, yes.

Q. Do you know, of your own knowledge, Mr. Mac-Auley, in your division did your superintendents 1486 ever have meetings with the general foremen?

A. Yes, sir, they did.

Q. In those meetings would the foremen sometimes be present?

- A. Oh, yes. If there is a particular problem in that man's department, the foreman will always be there. On a general policy meeting, on general information or schedule or cutbacks, he would probably be called in by his general foreman only. Regarding a certain department, the foreman would be in there.
- Q. That is the policy generally, throughout the Packard Motor Car Company?

A. Yes, sir.

Q. You feel that is essential if you are going to do a good job?

A. You have to, Mr. Dahling.

Q. Mr. MacAuley, if a foreman—we will take you back to your division again—if your division decided a man is incompetent and sends through a query asking that this man be cleared from the rolls, and, we will say, the steward agreed to that clearance, what would you as divisional manager do?

A. I would have nothing to do with it except to see

that he was cleared.

Q. In other words, you as the divisional manager, if the foreman felt a man was incompetent and requested his removal, would not stop the procedure?

A. No, sir. I have signed requests, Mr. Dahling, the foreman has made, but I did that merely so that I would be in constant touch with what went on in my division. In other words, it was impossible for me to be in the departments every day and I kept in touch by asking the foreman to let me sign what he sends out. That was also a protection to the foreman because I couldn't accuse him later on of doing something I didn't know anything about, because it was signed by me.

Q. You would say in your particular case if a foreman recommended a discharge of a man for incompetency, unless the Union stepped into the picture to have the trials and hearings, you would follow the recommendation

of that foreman?

A. I would have to. If I didn't have confidence in my

foreman, I wouldn't have him working for me.

Q. It is very important that you have foremen in whome you have confidence?

A. You have to have.

Q. You could not run a factory if the president did not have confidence in his vice-presidents, and so on down the line?

A. That is right.

1488 Q. So your feeling is that if these foremen found this particular man was not doing a good job, inasmuch as they were responsible for their end of the job, you should carry out their recommendations?

A. Definitely.

Q. Was that particularly true in peace times?

A. Sure.

• Q. There was some testimony here that the man would be removed from the roll of the department but might be given a job in some other part of the plant. That hap-

pens, I suppose?

A. That happens. We find one man might get along with some foremen all right and in other cases he couldn't get along with another foreman at all. In a particular case, where a foreman would say on his query he didn't desire to have this man placed any place else in the plant, the Employment Department would not place that man in any other department.

Q. In some cases it would be just a clash of personali-

ties, I suppose?

A. That is right.

Q. And the man might not in one department work out all right; whereas, he would work out all right in another department?

A. That is right.

1489 Mr. Dahling: Would it be possible to have a recess at this time, Mr. Examiner?

Trial Examiner Jaffee: We will take a ten-minute recess.

(A short recess was taken.)

Trial Examiner Jaffee: The hearing is in order.

Q. (By Mr. Dahling): Mr. Macaulay, in comparing this analysis of the foreman's job, duty and responsibility, is there anything particularly new in that list?

A. No. That list was a list made up that I accumulated

over the years, of different subjects we discussed in our foremen training schools, both at Packard's and General

Motors. It is an accumulative list I maintained.

Q. And those are the duties and responsibilities that you have listed, which are the duties and responsibilities these foremen have had over the years?

A. That is right.

Q. Mr. Macaulay, there is some testimony in the record that after the Foreman's Association of America was formed, and had their Chapter 5 at Packard's and the president and vice-president of the Chapter were pro-

moted, I believe the president's name was Lempke. Do you know anything about that promotion?

A. Yes. Mr. Lempke was promoted in the "D" Division and was under, at that time, a man by the name of

1490 Mr. Gates. Mr. Gates was eventually removed from that job and Mr. Lempke was next in line and was given his job. Then in our expansion program going from a 1400 program to a 2700 program, it was necessary to set up a separate division and expand our production. When the "C" Division was expanded Mr. Lempke was advanced to assistant divisional manager under Mr. Garyey.

Q. He was next in line for that particular job?

A. Yes, he was.

Q. Was he promoted because he happened to be president of the Foreman's Union?

A. Not a bit.

Q. The vice-president; I believe his name was Ruggles—that name has been furnished me by the Petitioner—was also promoted at about the same time, apparently, do you know anything about that promotion?

A. Yes, that was a similar case of expansion. We put in second tear-down and build-up line in the motor room in the "K" Division and Mr. Ruggles was next in line for that job.

Q. Would you say those promotions were based upon ability and experience?

A. Yes, that is right.

Q. Did they have anything to do with the fact that these two gentlemen had happened to be president and vice-president of the Foreman's Union?

A. None whatsoever.

Q. Now, the name of Mr. Hunt was also mentioned in the testimony as having been one of the officers of the old Local 918. Is Mr. Hunt still with the Company?

A. Yes, he is.

Q. Do you know his employment history?

A. Yes, Mr. Hunt used to work for me.

Q. What happened to Mr. Hunt?

A. Well, when we discontinued car production Mr. Hunt was on the trim line at that time. Of course, there is no

trim work in the war work. Mr. Weiss called me one day and said he had a number of foremen both in the paint and trim and asked me whether I could use them. I wok Mr. Hunt and put him on plant layout work.

Q. Is he still in that job at the present time?

A. Yes, he is.

Q. How does his present pay compare with what he received on his old job?

A. I would say he is getting some \$50.00 more now than

he did as a foreman, per month, base pay.

Q. There is also testimony in the record by Mr. Beyerley who was a spot welder, apparently, on bodies. Did you make any change in connection with your manufacture of bodies along in '40, or '41?

1492 A. Well, that was the time that we decided to buy a portion of our bodies. In other words, we formerly made all our bodies and it was decided that we would let out one of the models to the Briggs Company. We bought one of the models—

Q. And that meant you reduced your force working on the bodies?

A. The force was reduced.

Q. The force was reduced?

A. Yes.

Q. In connection with your supervision, that meant that you likewise reduced your supervision?

A. That is right.

Q. And you kept in supervision the men you thought best qualified?

A. Yes.

Q. And the others—some of them were transferred to the rank and file?

A. Yes.

Q. And they accepted those jobs, did they not?

A. Right.

Mr. Dahling: You may cross-examine.

Cross-Examination.

Q. (By Mr. Nelson): Mr. MacAuley, how long have you been at the Packard Motor Car Company?

1493 A. Slightly over ten years.

- Q. In those ten years have there been and are they now any printed rules or statements of a foreman's responsibilities and duties?
 - A. In printed form?
 - Q. Yes.
 - A. No, sir.
- Q. So that all that a foreman knows about it is his own sense of his position and what is said to him orally?
- A. Only what he has covered in the school sessions we have held.
- Q. Still it takes five printed pages for you to list your conception of what a foreman's duties and responsibilities are!
- A. Those are discussed with him, Mr. Nelson, as the job goes on. He discusses those with the superintendent, the general foreman and the foreman. He has to have those in order to function.
- Q. You are a university man, aren't you?
 - A. Yes.
 - Q. With an engineering degree?
 - A. Yes.
- Q. There are not very many college men in the foremen's list at Packard, are there?
- A. Why, I don't know any offhand, Mr. Nelson.
- 1494 Q. Many of them, as we note from the testimony, quit school at about the eighth grade?
 - A. No, that is not right.
 - Q. Some of them had some high school?
- A. One or two years of high school and then perhaps the university.
- Q. Is it true that the management group at Packard's above superintendents receive a yearly bonus?
 - A. Yes, they do, when there is a bonus available.
 - Q. I am assuming a bonus is paid.
 - A. To the best of my knowledge, yes, sir.
- Q. Those below the rank of superintendents do not receive bonuses ordinarily?
 - A. Not to my knowledge.
 - Q. The knowledge that a part is to be declared obsolete

or to be obsoleted, as you said, is that knowledge not always conveyed down the line? Or, as a matter of fact, it is only infrequently conveyed down the line, is it not, that is, as far down as the general foreman?

A. I don't quite understand the question, Mr. Nelson. If it has been decided to obsolete that particular part, the Engineering Department will issue an alteration or change notice which the foreman gets a copy of. If there is a change on something that is considered confidential in-

formation, before the release issued, and if it is to affect a particular foreman, usually in deciding the design of the new piece the foreman is usually called

in to offer his suggestions on the manufacture of that part.

- Q. That is not what I am talking about. I am talking about the notifying of a man down the line. We will assume it is originated in the Engineering Department some place, say a model is to be changed or the part or the manufacture of the current model is to be changed. That would originate presumably in the Engineering Department?
 - A. Engineers design the part and issue the release.
- Q. Well, is it not true that men are inclined to be a little less exacting of themselves and others if they know they are operating on something that is just about to be passe?
 - A. Not necessarily.
 - Q. But is there not a little tendency to be so?
- · A. To be careless about it?
- Q. Yes, the parts not being continued, sort of like a dead horse?
- A. He might make the parts just as well, but he may not want to make any more changes in his tooling.
- Q. Is if not true this knowledge comes to the general foreman only shortly prior to the actual making of the change?
- 1496 A. No, because he had to assign the routing for the new part.
- Q. As a matter of fact, does a foreman of any grade have anything to do with the kind of a car that is to be manufactured?

A. The kind of a car?

Q. Yes.

A. No, only in the manufacture of the parts, as far as his suggestions are concerned.

Q. But he is only offering suggestions for the manufacturing of a part for a certain kind of a car that somebody else has determined to make?

A. That is right.

Q. His whole capacity is to get out that part, we will say, at best, as well as he knows how and as cheaply as he knows how?

A. That is right.

Q. The same applies to tools, does it not?

A. (No response.)

Q. If he wants a tool to get out a part for a car that somebody else has determined?

A. What he does on tools, a process man recommends a group of tools to perform a particular operation. The foreman will concur with the process man and agree that

that is the tool best adapted for that operation and then he has the privilege later on of running a test

if it is not satisfactory.

Q. Outside of James Wilkins, do you know of any foreman of any grade who was consulted about the layout of any department in which he works?

A. Yes, I-do.

Q. Who is it?

A. Mr. Kohfhal was one.

Q. What grade of foreman is he?

A. The last I knew of him, he was a general foreman.

Q. In what department?

A. Conn. rod.

Q. What did they do in his department?

A. Manufacture the connecting rod for the Rolls Royce engine.

Q. How long did that conference last?

A. In the layout?

Q. With Mr. Kohfhal, how long did the conferring on the layout of his department last?

A. About a week.

Q. You mean he gave an entire week to it?

A. He gave us about five hours a day for a week.

Q. Mr. Wilkins testified he spent some five minutes on it?

1498 A. I don't know when Mr. Wilkins saw that layout; I wasn't there.

Q. What other foreman, now, besides Mr. Kohfhal?-

A. Mr. Massuch.

Q. In what department does he work?

A. He is foreman of the Polishing Department.

Q. How much of his time was taken in consulting about the layout?

A. He spent about three days of about four hours, apiece with us.

Q. Any other foreman you recall, of any grade, who was consulted?

A. I can't tell you of the foremen, but Mr. Breske, of the "U" Division, has spent time with us.

Q. What department was that?

A. The U. D. A.

Q. What do they do there?

A. Miscellaneous machining operations on small parts.

Q. How much time did he spend?

A. He spent around three days, about three hours apiece.

Q. Are there any others you can recall?

A. I can't recall all the foremen, but I don't recall any layout that has not been approved and worked on by foremen.

Mr. Nelson: Do you have Exhibit 29 convenient, Mr. Dahling?

Mr. Dahling: Yes, here it indicating).

Q. (By Mr. Nelson): Now, it is noticeable here that on Exhibit 29, I believe the foremen signed on just one sheet?

A. That is right.

Q. I take it you mean to imply that these sheets are bound together in this manner when they go to the foremen?

A. That is right.

Q. Let us not spend a lot of time with this, but this

amounts to a written order to the foremen, does it not,. Exhibit 29?

A. That amounts to this, the process man recommended that method of making the part.

Q. And the foreman is expected to carry out that method?

A. The foreman agrees he can do it that way and recommends we make it that way.

. Q. Suppose he refuses and says no?

A. Then a meeting is called between he and his divisional manager, the process man and the master mechanic, all four of them will sit down and discuss it.

Q. Well, suppose he still says no?

A. Well, he will have to have a good reason for say-1500 ing no.

Q. He may have what seems to him to be a good reason?

A. If his divisional manager backs him up, then the master mechanic will have to make a change there.

Q. Suppose the divisional manager does not back him up?

A. In that case there is three against one.

Q And the majority, I suppose, rules?

A. Yes, sir.

Q. So he either has to do it or get out?

A. That is right, he has to have a good reason, though.

Q. Who is the judge of what is a good reason? Somebody besides the foreman, is it not?

A. Well, if three other people believe he is wrong, I don't think a foreman would stick very long on that.

Q. He would not stick at all; he would have to step aside?

A. He would have to step aside or do it.

Q. So measuring his practical experience against the abstract theories of other men who are not at the machine, if three of them go against him, he steps away?

A. Those three men have the equivalent of more ex-

perience than he.

Q. But he is one of the four who at that particular time is in contact with the men, machines and material, is he not?

1501 A. Those three men have the equivalent or more experience than he.

Q. But he is one of the four who at that particular time is in contact with the men, machines and material, is he not?

A. That is right.

Q. This paper comes to him with all of the other signatures on it, does it not, Exhibit 29?

A. No, he signs it before the divisional manager signs it.

Q. That is brought to him with everything on it except the signatures?

A. Yes, sir.

Q. And he is asked to look it over and sign it?

A. That is right.

Q. Ordinarily he does so, doesn't he?

A. Almost invariably he does, unless there is some particular operation he disagrees with.

· Q. Then it is signed and sent back to him and he is expected to produce according to that layout?

A. That is right.

Mr. Nelson: May I have Exhibits 35 to 41, please?

Mr. Dahling: Yes.

Q. (By Mr. Nelson): With respect to Exhibits 35 to 41, both inclusive, the first page appears to be a type-written page in each case?

A. Yes.

Q. And apparently is made up somewhere besides in the Foreman's office?

A. That is right.

Q. It is a standard form sheet, apparently?

A. Yes.

Q. So, the foreman has no responsibility for what appears on the first page?

A. That is a copy of the sheet in longhand—of the last sheet, which is in longhand. The typed sheet is a copy of the penciled sheet.

Q. We are just taking Exhibit 39. Taking this basic sheet here which is the bottom sheet, the discussion appears to be in two handwritings, doesn't it, neither one of which appears to be in the handwriting of the foreman?

A. I would say the top part is in the handwriting of the foreman, Mr. Nelson, as near as I can tell.

Q. You couldn't be very sure of that, could you?

A. No, I am not a handwriting expert. I don't know for sure.

Q. What I am getting at is as I look these over—will you tell me whether that discussion in any of these Ex-

hibits 35 to 41, is in the handwriting of the foremanwhose name appears, as you would say? You have

passed on Exhibit 39.

A. Well, I would say this one is definitely in the hand-writing of the foreman.

Q. That is Exhibit 37, you say that is in the hand-writing of Nass?

A. That is in Charlie Nass' handwriting.

Q. I suggest that it is not, if you want my opinion on it. I will hand it to the Examiner for examination.

A. This one I do not know whether it is in Mr. Rogers' handwriting and signature or not.

Q. Exhibit 38, you would not say that that was William Rogers! handwriting?

A. I couldn't say for sure.

Q. The second part certainly is not?

/ A. That is true?

Q. It is not?

A. Yes.

Q. On Exhibit 38 the original remarks are erased for some reason and there is writing over it. It was not satisfactory and there has been an erasure on the whole line, hasn't there?

A. I wouldn't say that for sure, that looks like ditto ink underneath there. It is just the same as that was (indicating), and not erased.

Q. Wasn't it?

A. No.

Q. There is a good deal of erasure on that?

A. Yes.

Q. And you say it is ditto ink?

Trial Examiner Jaffee: You mean that much? (indicating).

The Witness: Yes.

Q. (By Mr. Nelson): That smudge of carbon is a smudge instead of an erasure? Well, then, you would not say that the second part is in Mr. Rogers' handwriting?

A. That is clearly Mr. Bellamy's handwriting.

Q. The supervisor of materials specialist department?

A. Yes.

Q. The first part you cannot say is in Mr. Rogers' handwriting, either, can you? "Not satisfactory," beginning there?

A. I am not sure, but it looks to me as though it is.

Q. Coming back to Exhibit 39 for a moment, can we not agree that the bottom three lines and remarks are in Mr. Bellamy's handwriting again?

A. Yes.

Q. Clearly sof

A. Yes.

1505 Q. And the remarks above, would you say that is in the handwriting of Otto Beyerley?

A. I would say so.

Q. I will pass it to the Examiner for him to determine, Now you have which one!

A. Forty.

O. Exhibit 40?

A. Yes.

Trial Examiner Jaffee: I might say while you are examining 40, Mr. Nelson, so far as Company's Exhibit 38 is concerned, with particular reference to the part which might possibly have been erased or smudged, I would say at the moment that it is a smudge.

Mr. Nelson; I am inclined to think so, now in holding it

up to the light. It is a smudge of purple carbon.

Q. (By Mr. Nelson). Let me ask you pointblank, Mr. MacAules, what is this man's name!

A. Nathan B. Fuller?

. Q. Yes. What test was conducted by Mr. Fuller?

A. He is a foreman in the department,

Q. Isn't that remark there Mr. Fuller's handwriting?

A. I think they are Fuller's or Guy's. Mr. Fuller is a department foreman.

1506 Q. He is a department foreman?

A. Yes.

Q. Isn't Mr. Bellame's handwriting there?

A. No.

Q. How about that one?

A. Daschke? I would say it was his handwriting.

Q. You cannot make up your mind between Fuller and Guy?

A. No.

Q. Well, I will pass that to the Examiner.

Trial Examiner Jaffee: When you use the words "department foreman," what does that mean?

The Witness: He is the foreman in charge of a depart-

ment.

Trial Examiner Jaffee: Does that mean general foreman? The Witness: Not in these cases, no, a general foreman is usually over a series of departments.

Mr. Nelson: More than one?

The Witness: That is right.

Q. (By Mr \Nelson): And that has been the testimony here that in some cases it is as low as two and in some cases as high as three and four and five?

A: That's right.

Q. Let's take Exhibit 41.

A. I would say that was written by Mr. Bede.

1507 Q. Is that his signature? A. That is his signature.

Q. Now, Exhibit 36, who is Jederhaus? Well, on Exhibit 36 is that the handwriting of Mr. Bellamy?

A. I would not say it was Bellamy's signature.

Q. You would not say it is not, would you?

· A. No, I am not sure.

Q. I didn't ask you to be sure. Isn't that Mr. Bellamy handwriting?

A. This up here?

Q. Yes.

A. I don't know, I don't think it is.

Q. I am passing it to the Examiner. On Exhibit 35 whose handwriting are in "Remarks" there (indicating)!

A. In that particular case the handwriting is the handwriting of C. Winfield.

Q. Who is he?

A. He was the process man. It is approved by Edward Regul.

Q. Is C. Winfield—is that his signature or somebody else's writing?

A. That is his signature.

Q. The process man?

A. Yes.

Q. We will pass that to the Examiner also. A mo-1508 ment ago you said something about a foreman sending a query through to the effect that he wanted a certain working man discharged and that word "discharge" ordinarily would mean discharged from the plant?

A. No, sir, discharged from his department.

Q. "Discharged" would mean only discharged from his department?

A. That is right.

Q. Well, let's suppose a case. Take a woman employee who has been tried in various departments and found unsatisfactory in all of them, not being willing to work, in general. Without going into all the reasons—the foreman finally says to her, "Now, Mamie, you just do not show a disposition to work and haven't done a day's work in the factory, and I am discharging you." Whereupon the woman slaps the foreman's face. The foreman then puts through a request for a discharge. What would you say, in the normal course of events, tested by what you say a foreman has power to do, should result!

Mr. Donovan: Is the question addressed to what the

witness should do or what?

Mr. Nelson: What he thinks should be done under the rules laid down.

Mr. Donovan: By whom?

Mr. Nelson: By the Company.

a query through notifying the Employment Department of all the facts in the case and in that particular case if she was tried in actious departments before and had proven unsatisfactory in his department and had slapped his face, the Employment Department would see that she was thrown out of the plant.

Q. (By Mr. Nelson): Entirely?

M. Yes.

Q. Well, she wasn't and that is recent and the foreman involved is Robert Turnbull.

A. There might be cases and other reasons for it that

I do not know about.

Q. Well, there would in any event be two counts against that woman, wouldn't there? One, she hadn't shown a disposition to work, presumably on the facts I stated. In any event, she had shown an affirmative disposition not to work, and the other reason is that she was unruly and violent in her attitude towards supervision?

A. In my opinion she should be fired. I don't know the

other points in the case.

Q. But those two characteristics stand out on that experience?

A. As far as I am concerned, definitely.

1510 Q. She should go?

A. Yes.

Q. If your rule or rules are applicable correctly, she would have been discharged from the employ of the company?

A. Yes.

Q. By the way, while we are on the subject and without arguing the matter, that puts a foreman, with a woman who takes that kind of an attitude towards a statement concerning her work in the plant—that puts a foreman in a pretty bad spot, and a dangerous spot, is that true?

A. Yes.

Q. Because if she was untruthful as well as lazy and violent, she might have charged him with something else and put him in a dickens of a position, to put it very mildly?

A. Yes.

Q. If the foreman is to have any protection in the exercise of his authority that he is supposed to have, that would be a shining case to apply it?

A. He should see that she is taken out of his department, especially where she has been tried before, unless

they have some other reason for it—to see that she was discharged.

Q. In any event, the woman's name was Mamie.

Mr. Dahling: What was the name of the woman?

1511 Mr. Nelson: Mamie. Do you want it on the record!

If you do we will give it to you on the record.

Perhaps you would want to have it in private.

Mr. Donovan: When did this occur?

Mr. Nelson: About six months ago.

Q. (By Mr. Nelson). Now, perhaps we can take another example. Take a CIO steward who had been more than once found sleeping in the toilet. That is more or less common—that is a common occurrence—that is nothing unusual, is that?

A. It has happened before.

Q. And he repeated it to the point where he was discharged by the foreman. There was a query sent in recommending his discharge. Now, by the rules you have stated here, should the foreman have been retained?

A. Why, I don't know all the other facts in the case, Mr. Nelson.

Q. I gave you the facts. You have to take them as I gave them to you. If the facts are wrong my question falls flat and it will be my fault.

Mr. Donovan: I object to the questioner not giving the witness sufficient facts. Foremen witnesses have testified that foremen sometimes desire a man taken out of the plant and that owing to the influence of the CIO after

he was discharged and gotten out of the plant he might come right back again. Mr. Nelson has stated the facts incompletely and the witness does not know whether there were special circumstances or occasion for special pressure or solicitation on the part of some CIO official or steward, on behalf of the particular employee. Without such basis the witness could only speculate. He evidently did not sit in on the appeal, if there was one, in consideration of the particular discharge that he is being questioned about. He would be unable to answer the question as put. Insufficient facts have been given him.

Mr. Nelson: Let me restate the question to save time. That is Mr. Donovan's first effort in the New Year and it is successful. I will change the question.

1513 Q. Now, what about repeated—just say anybody—repeated offenses, by way of going into the toilet to sleep? Might they be carried to the extent where a man would be put out of the employ of the Company?

A. That is right.

Q. It would make no difference whether he was a CIO steward or otherwise?

A. I wouldn't think so.

Q. Let us take the offense of gambling. That, of course, involves cooperating with some other employee. If a man has sort of a leadership in that regard, it could be very decidedly disruptive, could it not?

A. Yes, sir.

Q. Repeated offenses in that connection, no matter who it is, would you not say would justify a foreman in recommending discharge?

A. I. would.

Q. In either of those events, if you take the case I just gave you, without taking anything else into consideration, he should be suspended?

A. That is right.

Q. And if he was not, his authority was undermined by somebody else, that is, the Foreman's?

A. To my knowledge, the other facts are given to the

foreman why he isn't discharged.

1514 Q. We will say matters like some superintendents would not be a good justification?

A. No.

Q. While we are at this, let us take this subject of a discharge from the Company. Now, what happens to an employee who is complained of? He becomes known, that is, the facts of the complaint become known throughout the plant, do they not?

A. That is right.

Q. And particularly the department where he and his foreman are involved?

A. That is right.

- Q. It becomes a direct challenge to the authority and prestige of the foreman, does it not?
 - A. Yes.
 - Q. When he commits himself on a query of that kind?
 - A. Yes, sir.
- Q. And it does make a difference whether the man is merely transferred to some other department or whether he is discharged out of the plant and out of the employ of the Company?
 - A. That is right.
- Q. It makes a difference to the foreman and it makes a difference in what the other employees under that icre-

man's direction thinks of the foreman, does it not?

1515 A. It does.

Q. It challenges his judgment and his prestige, does it not?

A. That is right.

- Q. So that it is not just an empty matter whether he goes out of the employ or not; it is a substantial matter of discipline, is it not?
- A. Well, as I said, Mr. Nelson, he might be a man that will get along with one foreman and not get along with another; we have had cases of that type.

Q. If he persists in gambling under one foreman, he is likely to continue under another, is he not?

A. That is right.

Q. Because the personality of the foreman does not enter into whether that man goes into the toilet and sleeps habitually or whether he goes in there and gambles habitually?

A. Only to the extent if he is lacking in supervision,

to see that the men are kept on the job. . . .

It is possible the capacity of the foreman might enter into it, but generally, it is the characteristic of the man that shines out, is it not?

A. Usually it is.

Q. I will admit there is an exception to anything.

Trial Examiner Jaffee: It might also be the luxury 1516 of the rest room?

Mr. Nelson: It might be, but not at Packard's.

Q. (By Mr. Nelson) Well, are they usually luxurious there?

A. Usually they are not too bad, Mr. Nelson.

Q. I did not mean to impute any lack of care. What was the office of Mr. Hunt in Local 918?

A. I don't know that he held any office, except that he

told me one time that he was an officer of 918.

Q. Well, we have a situation like this, at the disbanding of Local 918 the end result is that Mr. Hunt is advanced in position, and on the organization of the Foreman's Association, Chapter 5, the President and the Vice-Presidents are advanced in position and income. That is correct, is it not?

A. Yes. sir.

Q. As I understood you to say, these men had served some time in the Packard Plant?

A. Yes, sir,

Q. Mr. Hunt for how long would you say?

- A. I think Mr. Hunt came in about 1936, around about that time.
- Q. So he had been there four or five years, in round figures?

A. Well, it was around six years.

1517 Q. Six years; and Mr. Ruggles has been there how long?

A. About the same time.

Q. Six years, approximately?

A. Mr. Ruggles came, I think, in about 1935 or 1936; I am not sure.

Q. And Mr. Lempke came to work for the Company about when?

A. I am not sure when he did come.

Q. He had been there as long as or longer than the other two?

A. My impression is about the same time; I am not sure.

Q. You would not want to say that it was ten years?

A I do not know, Mr. Nelson.

Q. At any rate, the Company had quite a little while to inform itself on the characteristics and capabilities of each of these men, had it not?

A. Yes, sir.

Q. I suppose the fact that they occupied these positions of trust and confidence in the minds of their fellow foremen had nothing to do with the Company finding out suddenly, so to speak, that they were due for promotion?

Mr. Dahling: I object to that. There is no testimony in

the record it was found out suddenly.

Trial Examiner Jaffee: Sustained.

Mr. Nelson: I am asking him if he did not find out all of a sudden.

1518 Trial Examiner Jaffee: Your question assumes something there.

Mr. Nelson: That is right. I am cross-examining this witness: Lam not taking advantage of him; I am putting it fairly to him, Mr. Examiner, that all of a sudden these

three men were due for advancement.

Mr. Karasick: I would like to object to this line of questioning on the ground that there is not issue here with respect to unfair labor practices on the part of the Company involved and there is no question as to the improper promotion of foremen or members of any labor organizations, and I think it is an issue which is extraneous to this proceeding.

Trial Examiner Jaffee: For one thing, Mr. Karasick, it came in; counsel for the Company countered it with evidence. I suppose we might as well finish it. In any event, I think the question assumes a fact not in evidence and the mere fact that it is done in cross-examination, in my opinion, does not cure it. I have sustained the objection.

Q. (By Mr. Nelson) How do you determine who is next in line?

A. Usually if we are going to advance a man to a superintendent's office, usually we pick him from the general foremen group; if we are going to advance a foreman to a

general foreman, we advance him from the Fore-1519 man's group; we advance general foremen to su-

perintendents.

Q. Now, when you say "we," who is "we"?

A. The divisional manager in charge of a particular division.

Q. But you had to take Hunt into another division?

A. That is right, he was out of a job entirely.

Q. What?

A. In the case of Mr. Hunt, he was out of a job entirely.

His department had been discontinued.

Q. So your divisional foreman there could do nothing for him and he had to call his name to the attention of some other division, did he not?

A. He was called to my attention through the employ-

ment department.

Q. When you say who is next in line, you mean the divisional foreman decides who is next in line; do you not?

A. The division manager, you mean?

Q. Or the division manager, yes.

A. You said division foreman.

Q. I am sorry, it should have been division manager.

A. When they are advanced to a superintendent it is usually at the discretion of the divisional manager. An advancing assistant foremen to foremen, we follow the recommendation of the general foreman.

Q. Well, was the general foreman consulted as to

1520 who was next in line?

A. At what time, Mr. Nelson?

Q. As to Mr. Hunt, Mr. Ruggles or Mr. Lempke?

A. Mr. Ruggles went from general foreman to superintendent and Mr. Lempke went from general foreman to superintendent and then to divisional manager and Mr. Hunt was out of a job entirely and went on plant layout work as a Grade C layout man.

Q. Let me put it to you this way: As a matter of fact, none of the other supervisors who may have felt that they had more semiority and ability were the next in line were consulted about any of these three promotions, were they?

A. Not in those particular cases, no. •

Mr. Nelson: That is all.

Mr. Karasick: Mr. Examiner, at this point I would like to move to strike all of the testimony in the record with respect to promotions of the individual the witness has just testified to, both on direct examination and cross-examination.

Trial Examiner Jaffee: It may stay.

Mr. Karasick: Are you finished, Mr. Nelson?

Mr. Nelson: Yes.

Q. (By Mr. Karasick) Mr. MacAuley, I hand you Company's Exhibit 35 and call your attention to the fact that there a number of names listed at the left-hand cor-

1521 ner, top; of that exhibit after each name, and appearing also the designation of a department.

Yes, sir.

A. Taking Exhibit 35, beginning with the first name, that of Mr. Bellamy, will you identify who Mr. Bellamy is?

A. Mr. Bellamy is in charge of the department which issues these tests and specifications covering the results of the tests.

Q. Is a supervisor of the material specification depart-

ment.?

A. That is correct.

Q. These names in the upper left-hand corner of Exhibit 35 mean what. Why are they placed on there?

A. Copies of this test report are forwarded to these people.

Q. Will you identify Mr. Ralston?

A. Mr. Ralston is in charge of purchasing of tools and non-productive supplies in the car division.

Q. And Mr. Kierstead?

A. Mr. Kierstead is foreman of the tool storage division which supplies the shop with the necessary tools.

Q. Mr. Leonard!

A. Mr. Leonard is a foreman or a supervisor in charge of material tests in the aircraft division. His job is similar to Mr. Bellamy's.

1522 Q. You say he is a supervisor?

A. Yes, sir, the same as Mr. Bellamy. Mr. Bellamy is in the car division; Mr. Leonard is in the aircraft division. He is informing Mr. Leonard of the test so we won't duplicate the test in the two divisions.

Q. All right; Mr. Winfield is a general foreman?

A. No, Winfield is in charge of process of that particular department in which this test was involved UDC; and that is notifying Mr. Winfield that the test has been made, so the necessary changes can be made on the process routing.

Q. Then after that appears the word "foreman, YDC" and under that "superintendent, Y". That means the foreman and superintendent of those respective departments have also received copies of this document?

A. Yes, sir.

Q. With minor changes as to any of these, that is true, with respect to Company's Exhibits 36 to 41, inclusive?

A. That is right.

Q. I believe you testified, Mr., MacAuley, that if a foreman experienced difficulty with a particular tool or material, he could contact the inspection or process department without consulting any superior of his and have the trouble looked out for?

A. That is right, yes, sir.

Q. Now, could a foreman on contacting the process

1523 department say to them, "This tool is no good, take
it out of here"? Would that be done without the
approval of any superior of his?

A. That is done if he works with the process man and convinces the process man that the tool is no good. In other words, when that tool is on the job, it means were have already purchased a number of the same tools and it is a check to be sure that there is no way of altering that tool before we discard it entirely.

Q. You mean, he and the process man could get together and decide a tool should be changed?

A. Yes, sir.

Q. That would require the approval of the process man, as far as the foreman is concerned?

A. That is right, and that is later approved by the process department foreman. He approves all routings eventually.

Q. After the immediate process man has approved it, together with the agreement of the foreman?

A. Yes, sir.

Trial Examiner Jaffee: You say he approves them eventually. You mean he has the power to?

The Witness: He has the power to, ves, sir.

Q. (By Mr. Karasick) Now, if a foreman-and again when I speak of foreman, I speak of the term generally-

all grades of foremen recommend the discharge of a particular employee from the Company, as a whole, rather than from his particular department, who has the final word as to whether that employee is discharged entirely or sent to another department to work?

A. You mean by that, there has been no recommendation filed by the Enion or anybody else protecting this man?

O. Well, let us assume, first, that case where no recom-

mendation has been made. Then what happens?

A. As to whether he is transferred is left in the hands of the employment department. But, as I said before, if the department foreman will write on his memorandum to the employment department that he recommends this man not be rehired in any other department, invariably that recommendation is taken and the man is discharged from the Company.

Trial Examiner Jaffee: What do you mean by "invari-

ably" in that connection?

The Witness: There have been cases when it has slipped through the employment department and the employment department has not followed it through and kept the man out of the plant. I don't want to say it is one hundred percent. Cases have gotten away from, us.

Q. (By Mr. Karasick) Let us take the mechanics of such a recommendation made by the foreman. The fore-

man sends a slip to the employment department?

A. Yes. sir.

Q. Does the employee report to the employment department?

A. He clears through there, yes, sir, through the tool

crih and the time, department.

Q. When he goes to the employment department, is the foreman present?

A. No.

8. So the employee tells the situation to the employment department and the foreman is not there?

A. No. sir.

Q. It is possible, is it it, that the employee can point out things to the employment department which can convince that department that he could have a transfer to

another department rather than to be discharged out-

A. If the memorandum calls that he be discharged outright and the employee convinces the employment department the foreman is wrong, the employment department will still contact the original foreman and get additional facts on the case.

Q. Then the final word comes from the employment department, is that right?

A. Yes, sir.

Q. They might disagree with the foreman?

A. They might; but I don't know of any cases like that.

Q. You spoke of several foremen who had approved changes in their department with respect to the physical layout. Do you recall that testimony?

A. Yes, sir.

Q. Did those foremen in each instance recommend a change in the department or have the recommendations come from someone else?

A. No, we make a preliminary layout in the layout department, then we ask the foreman to come over and

criticize the layout with us.

Q. You are talking in general. I want to know about these specific cases you spoke of.

A. Oh, in those cases the recommendation came from the foreman.

Q. I see. They had to get the approval of his superiors—that is, the foreman had to get the approval of his superior, did he not?

A. Yes.

Q. Again, the ultimate word, if there was disagreement, would be that the change should not be made if the foreman so recommended and the superior disagreed, is that right?

A. That is right; it depends on the expense a little too.

Q. I am not sure whether this has been covered or not. Mr. MacAuley, but with respect to Company's Exhibit 29, the second page, bottom right-hand corner, there is the signature of the department foreman whose name is Beyer. A. Yes.

1527 Q. Before his name appears some initials. What are those initials and whose are they?

A. I don't know whose initials those are. I can't make them out at all.

Q. You do not know whose initials those would be!

A. No, I don't.

Q. I hand you Company's Exhibit 41-

Mr. Nelson: (Interposing) May I suggest the name Benoit as a possible solution?

The Witness: No, there is a K on the end of it, Mr.

Nelson.

Mr. Nelson: I see. Well, he signs with sort of a T, though.

Q. (By Mr. Karasick) I hand you Company's Exhibit 41, at the bottom of the page in the right-hand corner and the second line there appears to be the same type of initials as also appear in Company's Exhibit 39?

A. Yes.

Q. Would that reall to your memory whose initials those are?

A. It looks here as though it is a divisional process and I think it probably is in this case, in number 39, because in this case the request for the trial came through the purchasing department. In other words, it was due to a

War Production Order here that we were forced to

1528 discontinue the use of shellac. In the first place, the first place he would get that would be through the purchasing department.

Q. (By Mr. Karasick) Then the divisional process?

A. In this particular case the divisional process man requested the test in conjunction with the department foreman, who agreed to make the test.

* Q. I see.

Mr. Karasick: No further questions.

Trial Examiner Jaffee: Are there any further questions of this witness?

Redirect Examination.

Q. (By Mr. Dahling) Mr. MacAuley, you are not a hand-writing expert, are you?

A. No. I am hot.

Q. When you testified as to the handwriting on Exhibits 35 to 41, inclusive, Company Exhibits, you were making a mess and giving your best interpretation?

A. I was giving my best judgment.

Q. But the sheets on which the handwriting appear, I believe you testified, were actually signed by a foreman?

A. Yes, a foreman has signed those sheets in the lower

left-hand corner.

Q. I refer you now to Company's Exhibit 35, the second sheet.

A. On the second sheet it is signed by the foreman in the right-hand corner, on the results of the tests.

Q. That is the last sheet of exhibit, Company's Exhibit 35?

A. Yes, it is signed by the foreman in the lower left-

hand corner.

Q. And in each of these cases, I am referring you now to Company's Exhibits 35 to 41, inclusive—I ask you if the last sheet, the report of the trial tests, appears to have been signed in each instance by a foreman?

A. Yes, those have been signed by the foreman.

Q. In connection with discharges by the foreman, the steward, of course, can ask for a hearing under the procedure set forth in the contract with the UAW?

A. That is right.

Q. And if the chief steward makes no such request, the employee concerned can ask the district steward to help him out?

A. He can ask the district steward or maybe the plant

committee.

Q. Where a request is made for a hearing, then these hearings are held, as has been testified to before in this case?

A. That is right.

Q. At times, the foreman's penalty of discharge may not be carried out. Is that true?

A. That is right.

1530 Q. In other words, the plant committee and the industrial relations officer of the Company may feel that the foreman's penalty is too severe or possibly not based upon fact?

A. That is right. We have certain cases where the precedent has been set up before by some foreman who is not following through with his duty and we get those thrown at us. "Why penalize a man in one case and not penalize him, in another?"

Q. And that was the reason for putting through a list

of established penalties for certain offenses?

A. Yes, sir.

Q. So that you would have uniformity?

A. That is right.

Q. Mr. MacAuley, do you recall where a foreman ever had to step out of a job and quit because he did not follow the routing sheet?

A. Never, not to my experience.

Mr. Dahling: That is all.,
Mr. Nelson: No further questions.

Mr. Karasick: No further questions.

Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

Q. (By Trial Examiner Jaffee) Mr. MacAuley, reading into the record your analysis of the foreman's job, you have divided it mainly into these divisions,

have you not? His responsibility to Management, his responsibility to the workers, his responsibility for material and equipment and finally, his responsibility to himself?

A. That is right.

Q. Then under that you have various headings and subheadings

A. That is right.

- Q. Thus, for instance, in connection with the first main division, that is to say, his responsibility to Management, you have such things as his responsibility for production, responsibility to maintain quality, to control costs, to make records and so on?
 - A. That is right.
- Q. And then in connection with the next main division, which is that of his responsibility to the workers, you have such items as responsibility to maintain discipline. secure cooperation and maintain cleanliness and to see that

proper recommendations are made as to promotions and transfers and so on?

A: That is right.

Q. In connection with the responsibility for material and equipment, you have such items as the handling of such personal property and their maintenance?

A. That is right.

1532 Q. Now, in connection with all of these things-of course, I have only mentioned some of them-is it or is it not true that because of the very nature of the mass production industry it is necessary for higher Management to set down, in as much detail as possible, its plans and instructions leading from the top and going down to the bottom, in order to maintain a constant control and check?

A. That is right.

Q. Of course, that constant control and check, I assume-and if I am wrong, you can correct me-applies primarily to the production process?

A. If I understand the question right, Mr. Examiner, it is necessary that we know at all times in production just where we stand all the way from the foreman right up to the division manager and including the factory manager. He must know by the hour what the production is and the rate of production.

Q. Essentially, when you come right down to it, would you say that the foreman-I am using the word broadlythe foreman's job principally is to see that the material which comes into his department leaves the department with dispatch and with the work of that particular department done upon it?

A. That is right, it is strictly his responsibility.

Q. Would it be fair to say that he is somewhat the 1533 traffic cop, so to speak, so that subject to traffic rules, already set, he sees that the traffic moves through his department and to the next stop or department in line.

A. I would even go stronger than that and I would say he is the manager of his own department. He manages the people and sees that he has the material and tools and

if he hasn't got them, he sees the services or servicing division that we have established for mass production, which include material handling and tool division and tool stores and tool cribs and maintenance departments and planning engineering. All these services are available for him when he needs them.

Q. If I have understood one of your previous answers, it is the main job of the foreman to see that what comes into his department, the personal property that comes into his department—a part or the engine in its semi-finished state—comes through with dispatch and that the work done in that particular department is done open it and that then that particular part or assembly or semi-finished article leaves that department and goes to the next department?

X. That is right.

Q. Of course, various men work on that part or semifinished article in the process?

A. They all perform operations on it, yes, sir.

Trial Examiner Jaffee: Are there any further questions?

1534

Redirect Examination.

Q. (By Mr. Dahling) In your analysis of the foreman's job you used certain headings which have been referred to by the Examiner and one of the headings is "Responsibility to the Workers," to fit the worker to the job and to instruct the worker. That, of course, would be one of the duties of the foreman to perform for the benefit of Management also, would it not?

A. Oh, yes, Management benefits by it because unless the foreman produces, the whole plant suffers.

Q. And you also use the heading "Responsibility to Workers," to maintain discipline and that same responsibility is to the Company also, is it not?

A. Certainly.

Trial Examiner Jaffee: Mr. Dahling, I would assume, as a matter of fact, that all of these things are actually inter-related anyway. They are broken down just as a matter of convenience.

Mr. Dahling: That is the question I was going to ask.

Q. (By Mr. Dahling) You merely use the headings as a matter of convenience?

A. I put it there that way because unless he got the cooperation and help of the workers, he isn't going to get along any more than Management would get along unless

he works with us all the time.

1535 Q. And it is his responsibility and duty to so conduct himself and the departments to get the production out of the men and lead them in properly doing their job?

A. That is right.

Q. And it is a responsibility to himself, which is of the same character, is it not?

A. Very similar.

Q. He has to see that he leads instead of drives. You have to have leaders in this business?

A. You cannot drive anyway.

Q. Coming to the question again of mass production, in mass production, it is necessary, of course, is it not, that, we will say, the assistant foreman—let me put it this way:

The people in charge going down the line must rely on and have confidence in the people below them?

A. In mass production?

Q. Isn't that true!

A. Definitely.

Q. In other words, the division manager cannot possibly watch over every operation that goes on?

A: No.

Q. And he must have confidence in his superintendent below him?

A. Certainly.

Q. And the superintendent, while he supervises perhaps a number of departments, cannot watch every operation and see everything that is going on?

A. He cannot.

Q. And he therefore must have confidence in the general foreman below him?

A. That is right.

Q. And the same applies to general foremen, does it not?

Q. You must therefore have this confidence all down the line from the president down to the assistant foreman—in other words, those above must have confidence in those below them?

A. Confidence is what holds the structure of organization together. Destroy that and it is all destroyed.

Mr. Dahling: That is all.

Trial Examiner Jaffee: Are there any further questions.

Mr. Nelson: No further questions.

Q. (By Trial Examiner Jaffee:) Mr. MacAuley, take your last answer. Would that apply down to and including the rank and file?

A. Well, it is more important, I would say, Mr. Examiner, to have your management all coordinated ogether and in confidence with each other.

Q. More important than what?

A. Than the men farther down the line into the workers' class, because in our opinion, any organi-

zation is built of three things: First, the capital structure, which is the Management and the workers. Now, in Management, the responsibility and scope of the man's job is so great and he has so many functions to perform compared to the workers who only work on one operation—it is more important to me that we have confidence within Management although it is important that we have the confidence of the worker also. To me Management is the most important of the two.

Q. Of course, without the worker you would not get

anything produced?

A. That is right. You have to have his confidence too. However, I do not believe, to the degree we need it in

Management, &

Q. I want to make a statement, not as a fact, necessarily, but I want to get your observation on it. Suppose that I say to you instead of having two classes—that is to say, Management and the rank and file—suppose I say we have three for the sake of argument, namely, Management,

Supervision and the Rank and File, what would you say to that?

A. To me, supervision is Management.

Q. No matter how low it goes?

*A. Down to the workers.

Q. You spoke of the responsibility of the foreman 1538 to himself. Do you recall that?

A. Yes.

Q. That is one of the headings, in fact, in the list you read into the record?

A. Yes.

Q. Did you intend by the five items you have listed under that heading, to include all the matters that come under the title "Responsibility to Himself"? I will change that. Would you say that all the items listed under that heading are all the items involved, which fit that title?

A. No, they are not all of them. Those are the ones

that came to my mind as I wrote those notes.

Q. Would you say that what foremen in general think is their responsibility to themselves in connection with their work should be listed on that list?

A. Can I have that question read, please?

Trial Examiner Jaffee: Read the question.

(Question read.)

The Witness: Why, I think there are and can be others added to this list.

Q. (By Trial Examiner Jaffee) Suppose that the foreman—this is just a supposition now—Suppose the foremen think it is their responsibility to themselves to join the Foreman's Association of America. Do you think that

that should be listed on the list?

1539 A. Whether it should be on the list or not?

Q. That is right.

A. Well, there are lots of questions on that. That covers a lot of territory. If I was a foreman there would be one answer and they might have another answer. If I was a foreman I would not be interested in the Foreman's Association of America.

Trial Examiner Jaffee: Are there any further questions?

Redirect Examination.

Q. (By Mr. Dahling) On this last heading on the list where Responsibility to Himself is the heading—I believe you said that you picked these designations for no particular fundamental purpose?

A. I put them in there where I felt it was most important—the most important part of the discussion to fall into.

- Q. Now, where you say to see that he leads instead of driving, that is also one of his duties as a good foreman, isn't it?
 - A. That is right. .

Q. That he avoid being authoritative or belligerent, that is a duty for the benefit of Management also?

A. That is for his own protection, or else he will have

trouble with the workers.

Q. C. D. E. under the same heading are the same characteristics and duties and responsibilities towards

1540 Management, as well as towards himself?

A. That is right.

Trial Examiner Jaffee: So that I suppose you would not consider it the foreman's duty to Management to join the Foreman's Association of America?

The Witness: No, sir, not to me.

Mr. Dahling: Mr. Examiner, I believe we have some confusion and I suggest we knock off the heading entirely.

Trial Examiner Jaffee: I don't think it is descriptive

myself.

Mr. Nelson: I would like to ask the witness a few questions.

Recross-Examination.

Q. (By Mr. Nelson) I would like to ask you, Witness, if you think a foreman has a responsibility of duty to his fellow foreman?

A. Does he have any responsibility?

Q. Does he have any in a plant like Packard?

A. He has to develop cooperation and coordinate with them.

Q. Is that all?

A. What else?

Q. Let's take the situation—do you think he owes his fellow foreman any duty of getting in line and taking promotions as he earns them on merit and seniority? Do you think he owes his fellow foreman a duty of that kind?

1541 A. Those things come by themselves. If Management has confidence in him and he in they, they will

take care of it automatically.

Q. You don't think that he as a foreman has any duty to consult with his fellow workers as to what procedures are just and what priorities are just and fair in the plant and as to what men should be raised and what men should be transferred in order in any way, and the order in which that should be done? Do you feel that he does not owe his fellow foreman a duty of that kind?

A. The Management, superintendent and general foreman should have confidence in the foreman and the foreman in reverse should have confidence in these men.

Q. And each one should push his personal advantage and advancement at will and as he can?

A. That is typical of a good leader.

Q. That is typical of the kind of relations you would like to see in the Packard Motor Car Company plant among the foremen, is it not?

A Yes.

Mr. Nelson: That is your answer. That is all, Mr. Examiner.

Trial Examiner Jaffee: I think I should say that my last two or three questions merely were to indicate that the

last heading "Responsibility to Himself" was probably a bit inappropriate on the sheet. I just wanted to point that out. Mr. Dahling, apparently we agree on that phase of it anyway.

Mr. Dahling: Yes, Mr. Examiner.

Trial Examiner Jaffee: Are there any further questions of the witness, gentlemen?

Mr. Nelson: Nothing further. Mr. Dahling: Nothing further. Mr. Karasick: No questions.

Trial Examiner Jaff: The witness is excused.

(Witness excused.)

Trial Examiner Jaffee: We will recess at this time until . 2:15.

(Thereupon a recess was taken until 2:15 o'clock P. M.)

1543

After Recess.

(Whereupon, the hearing was resumed, pursuant to the recess, at 2:15 o'clock P. M.)

Trial Examiner Jaffee: The hearing is in order. Are we ready to resume?

Mr. Dahling: I understand we are finished with Mr. Mac-

Auley?

Trial Examiner Jaffee: So I understand.

Mr. Dahling: I call Mr. Patzkowsky.

ELMER G. PATZKOWSKY,

a witness called by and on behalf of the Company, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Dahling): Mr. Patzkowsky, are you ployed by the Packard Motor Car Company?

A. I am.

Mr. Nelson: What was his first name?

Mr. Dahling: What is your first name? Is it Elmer?

The Witness: Yes, sir.

Mr. Dahling: And your initials?

The Witness: G.

Mr. Dahling: Will you spell your name for the benefit of Mr. Nelson?

The Witness: P-a-t-z-k-o-w-s-k-y.

Mr. Nelson: The only thing I was in doubt about was whether it was an "i" or a "y."

The Witness: Y, I don't know

Q. (By Mr. Dahling): Mr. Patzkowsky, how long have you been employed by the Packard Motor Car Company?

A. Since the early part of 1936.

Q. You graduated from Teacher's College in Kalamazoo,

Michigan? A. That is right.

Q. What did you specialize while you were in college?

A. In machine shop.

Q. After you left college will you give us a brief recital

of your experiences in the industry?

A. The first year out of college I taught machine shop and auto shop in the Flint public schools. The three following years I worked for the telephone company as a foreman in construction. After that I returned to school part time and worked in several job shops here in Detroit as a toolmaker. From there I went to Chrysler Corporation.

Q. About what year would that be?

A. 1934, I believe around 1933. I think I first went to Chrysler.

Q. What work did you do there?

A. I worked as a production worker on production work, as a jobsetter.

1545 Q. You worked as a jobsetter during the time you were at Chrysler?

A. Yes. From Chrysler I came to Packard Motor Car

Company A. The was in the early part of 1936?

A. 1936, yes.

Q. What did you first do when you joined Packard?

A. The first job I did at Packard was operate some Gisholt lathes.

Q. And you were a rank and file worker at that time?

A. That is right.

Q. Will you tell us what happened after that? Let's fix that date again, that was in the early part of 1936, did you say?

A. February, I believe; in the early part of 1937 I was

made an assistant foreman.

Q. In what division?

A. That was the "S" Division at that time.

Q. What is manufactured in the "S" Division?

A. That was the general machine division and the particular department where I worked in was where we machined and assembled the differentials.

Q. Were there other assistant foremen in that division?

A. There were, yes.

Q. About how many, do you recall?

1546 A. In the whole division, I wouldn't know. I couldn't even attempt to guess. I wouldn't know as far asothe division was concerned.

Q. Well, did you have a general foreman over you?

A. Indid.

Q. Did you have foremen in that division?

A. Yes.

Q. Then how long were you in this "S" Division as assistant foreman?

A. Until 1939, November of 1939.

Q. Then what happened?

A. I was made a general foreman.

Q. In what division was that?

A. That was in the same division, the "S" Division.

Q. The same division.

A. Yes, sir.

Q. Have you worked in any other division in the Packard plant other than the "S" Division?

A. Yes.

Q. What other division?

A. In the "D" Division.

Q. What do they do in the "D" Division?

A. Well, that is the general machining division, in the aircraft division again.

Q. In any other divisions?

1547 A. "G" Division.

Q. What is done in that division?

A. That was a majority of machining of gears.

Q. Did you work in any other divisions?

A. Temporarily, at times, I worked in the mechanical division.

Q. Does that bear any other designation, by letters or by numbers?

A. Well, at that time, I forget what the symbol for the mechanical division was. I can't recall what that was.

Q. Well, you were a general foreman while you were working in the various divisions that you have just named?

A. All but the "G" Division and the Mechanical Di-

vision.

Q. What was your title in those divisions?

A. Well, in the Mechanical Division in periods of changing models, we were loaned to the Mechanical Division as process men.

Q. Was that done frequently?

A. Quite frequently.

Q. Was that done frequently during slack seasons, taking foremen into the Process Department?

A. That is right, it was.

Q. They would be taken from various other departments which had slowed down because of the change of model?

1548 A. Yes.

Q. They would work on the new designs for the new cars.

A. Well, they wouldn't really work on the designs of the new cars. They would work on the processing of the new

parts for the new cars.

- Q. I see. That would be working up the material which appears in the routing sheet, Exhibit 29, which is in evidence here, Company's Exhibit 29?
 - A. Yes.

Q. Now, then, after you were general foreman, what job did you have?

A. After I was general foreman I was made manager of

the "G" Division.

Q. When was that?

A. AIr 1942.

Q. How long did you remain manager of the "G" Division!

A. Until September of this year.

Q. What is your present job?

A. Industrial Relations Manager.

Q. Was the Industrial Relations Department reorganized in September of this year?

A. To some extent it was.

Q. While you were acting in the capacity of a general foreman did you ever recommend any promotions from the rank and file to the position of assistant foreman?

1549 A. I did.

Q. What happened to those recommendations?

A. They went through.

Q. Did you as general foreman ever recommend the advancement of assistant foreman to foreman?

A. I did.

Q. What happened to those recommendations?

A. They were all carried.

Q. Would you say that you did that on more than one occasion?

A. Yes, in several cases.

Q. Would you say that you also recommended several of the rank and file to assistant foreman and those recommendations were carried out?

A. Yes.

Q. While you were acting as general foreman did you ever have occasion to send through a query clearing a man from the rolls?

A. Yes.

Q. Did you have occasion to do that more than once?

A. Yes.

Q. Would that be for incompetency and other reasons?

A. Yes. Se

Q. What happened to those recommendations?

1550 A. As a general rule they carried through.

Q. But they might have disagreed with you occasionally?

A. That is right.

Q. When I say "disagreed," were some of them carried through the Union grievance procedure?

A. That is right.

Q. At the hearings held, the people holding the hearings did disagree with you on some occasions?

A. Well, perhaps not disagreeing so much as bringing out other evidence that they shouldn't be discharged from the Packard Motor Car Company.

Q. In other words, for reasons perhaps unknown to you, they decided that they shouldn't be discharged?

A. That is right.

Q. Have you had occasion while you were acting as assistant foreman, foreman or general foreman to apply. disciplinary measures to the workers?

A. Yes.

Q. You have sent through the queries of the type which are in evidence here?

A. I have, yes.

Q. You have been at this hearing since the beginning, have you not, Mr. Patzkowsky?

A. Yes.

Q. What was the general result of these queries that 1551 were sent through in disciplinary cases; were you supported in some of them?

A. In by far the large majority I was supported.

Q. Coming back to our routing sheet, Exhibit 29, I believe you are familiar with that, are you not?

A. Yes.

Q. Have you had any experience in the preparation of these routing sheets?

A. Plenty of experience.

Q. Have you as a foreman ever been called into conferences in connection with the preparation of routing sheets?

A. Yes.

Q. Have you in your position of general foreman also been asked to attend conferences in connection with the preparation of routing sheets?

A. Yes.

Q. Have you signed these routing sheets as appears on the first page of Exhibit 29?

A. Yes,

Q. Were those signed before or after they were distributed in the plant?

A. Signed before.

Q. They were signed, but would be signed by you as a foreman before they were distributed through the plant?

1552 A. Yes.

Q. When you were a general foreman were you also called upon to check the routing sheets and execute these sheets if you felt that they were satisfactory?

A. Yes.

Q. Was that on one occasion or more than one occasion?

A. Plenty of occasions.

Q! When you say "plenty of occasions," would you say that it would happen in every case where there was a change in routing through your particular department?

A. In every case.

Q. Would that apply—would the same apply to the other divisions, other than the divisions that you have testified you worked in?

A. I believe that is true.

'Q. Did you ever have occasion to object to any of the processes provided for in any routing sheet?

A. Yes.

Q. That is, you have disagreed with what the process man's original ideas were on how the work should be done, is that right?

A. That is right.

Q. What happened on that occasion?

A. We usually recommended a different method.

Q. After you made that recommendation what would happen next?

A. As a rule, it would be approved and the method

put into effect.

Q. Would you discuss your recommendation with any-

A. Yes, occasionally.

Q. Who would it be on this discussion?

- A. The plant manager and representatives of the Master Mechanics Division, the process men and his supervisors.
- Q. Did you have occasion to make recommendations more than once?

A. Yes, lots of times.

Q. Were all of them carried through?

A. The majority of them, I believe, were.

Q. And in some they disagreed with you? A. That is right, some they disagreed with.

Q. However, you continued in the employ of the Company, nevertheless?

A. I did.

Q. Have you ever had occasions to request material tests?

A. Yes.

Q. I show you Company's Exhibits 35 through 41 inclusive and ask you if these are the requests and reports on material tests that may be requested? I will ask you if those are the form of report and request?

A. These are the form of report and requests that we use in requesting a change of material.

Q. I believe you stated that you have made requests for these material tests?

A. I have.

Q. Would you in that connection sign the request which appears to be the second sheet, we will say, of Company's Exhibit 35?

Y. Yes.

Q. And did you make those requests as general foreman?

A. Ye.

Q. Have you made them as foreman, also?

A. Yes.

Q. I believe that you stated you have on more than one occasion made these requests for material—for testing material?

A. Yes.

Trial Examiner Jaffee: May I interject one question

Mr. Dahling: Yes, sir.

Trial Examiner Jaffee! Were you ever a foreman as distinguished from an assistant foreman or general foreman!

The Witness: I was not.

Q. (By Mr. Dahling): That is correct. I believe you went from assistant foreman to foreman?

A. That is right:

Q. When you testified that you requested these tests to be made did you ever make such request as assistant foreman?

A. I did.

Q. Were these requests complied with?

A. Well, as far as these requests usually are made—in a lot of requests you try two or three different materials and you reject one or two of them and decide which one you want to use. As a rule we did not just write in one type of material. You might get two or three companies—for instance, if we had trouble on a grinding job and we wanted to use a different type of grinding wheel we might go and get two or three different companies and get their sample wheels and keep records of the use of each wheel and the quality of the work gotten off of the wheel and we would decide which would be the one we would use. On each particular wheel a request would be made out. We would perhaps reject two and keep one.

Q. Who ran those tests? .

A. The production people.

Q. What did you have to do with the tests as foreman?

A. I supervised to see that it was being carried out under normal conditions.

Q. Then after the test was run, we will say on this grinding wheel, was a report made out?

A. Yes.

Q. And let's take your case, who would make out that report?

A. Well, the first report of the result of the test would

be made out by myself as supervisor of the job.

Q. Would you then sign that report as a general foreman, if you requested it as a general foreman?

A. Yes.

Q. And then what would happen to the report? To whom

would it go then?

A. Well, that would be taken back to the department that took care of all these requests and they in turn would type it up and distribute it to the different people that would be concerped in it, the purchasing department, stores, Master Mechanics Division and everyone that might have any particular use or should be informed that there was being a change made.

Q. Would a typed copy of the report come back to you as general foreman, the general foreman who had made

out the pencil copy in the first instance?

A. It would.

Q. And did you request a number of these tests during your time that you were employed as assistant foreman and foreman?

A. Yes.

Q. Have you ever requested any change be made in the operations of any department that you might have had charge of as general foreman?

A. Change in the personnel, you mean?

Q. In the method of production, we will say!

A. Oh, yes, the rearrangement of machinery or rearrangement of other things connected with the production of stock bins and benches—

Q. Would you in that case make out a written recom-

mendation?

A. Yes.

Q. Who would receive that written recommendation?

A. Those recommendations were usually turned in todirectly to the division manager.

Q. Were you ever called into conference in connection

with any recommendations you had made?

A. As a rule those recommendations were—there was a space on the recommendations for a reason why you wanted those changes and if those reasons did not seem sufficient why, you might be called in for a conference on the thing. As a rule if you made those requests out in full they were never questioned and went right on through.

1558 Q. Have you ever, as a matter of fact, been called into conference on these changes that you might

have suggested?

A. Yes.

Q. Now, there has been some testimony in the record on this matter of the layout of the department. While you were acting as a general foreman, were you ever called into conference to discuss the layout of the particular department that you were in at the time?

A. Yes.

Q. Were you ever as an assistant foreman asked to discuss with others the layout?

A. Yes, when I was an assistant foreman I remember one model change in particular where we had quite a few

changes to be made. The layout man war continuously contacting myself and other people of supervision in the department.

- Q. As general foreman in these divisions where you supervised, did you ever hold conferences with your foreman?
 - A. Yes.
 - Q. And your assistant foreman?
 - A. Yes.
- Q. As a matter of fact, you were on the floor most of the day, were you not?
 - A. As a general foreman you spent most of the time on the floor.
- Q. You were more or less in constant touch with the foreman and assistant foreman in your department?
 - A. Yes.
 - Q. And you were available at all times to discuss their problems?
 - A. That is right.
 - Q. Did they bring their problems to you?
 - . A. They did.
 - Q. Did you attend the foremen's training school at Packard?
 - A. Yes.
 - Q. Did you ever have anything to do with the school itself?
 - A. Yes. When I was an assistant foreman I was a leader of those conferences for one season.
 - Q. When you say "a leader" just what was your job?
- A. Well, we would have one meeting of the leaders where we would discuss the topics we would want discussed with the other supervisors and get a general knowledge in which direction we would want to steer the conference from the topics we had. The following week we would conduct a conference of our own with other supervisors.
- Q. Now, Mr. Patzkowsky, you have testified as to some of your experiences as a general foreman and assistant foreman, that covers, as I take it, four divisions?
- A. Four divisions? I wouldn't hardly say that I worked in four different divisions but in reality I was

being loaned to the Mechanical Division. However, I was working in the four divisions when I was in there.

Q. But you actually did work in three different divi-

sions?

A. Three different production divisions.

Q. They were all production divisions?

A. Yes.

Q. You were then under three different division managers—I am relating to the time you were general foreman and assistant foreman?

A. Four different division managers, because we had a

change one time when I was a general foreman.

Q. Did these division managers ever have conferences with the general foremen?

A. Yes.

Q. Was that just occasionally or would you say frequently?

A. I. would say frequently.

Q. From your experience and observation while in the Packard Motor Car Company, acting as an assistant foreman, general foreman and division manager, would you

say that these things you have testified about that you have done are also done by other foremen and

1561 you have done are also done by other foremen and general foremen and assistant foremen throughout the plant?

A. Generally I would say yes.

Q. The results of their recommendations were substantially the same as were the results of recommendations that you made?

A. Yes.

Q. In other words, these things you have testified to are more or less what you call standard practice of the Company?

A. I say they are.

Mr. Dahling: I wonder if we could go off the record for a moment?

Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Q. (By Mr. Dahling : Mr. Patzkowsky, you heard the testimony of Mr. MacAuley!

A. I did.

Q. Did you go over the analysis of a foreman's job that was prepared by Mr. MacAuley?

A. I did.

Q. Which has been placed in the record in this case?

A. Yes.

Q. Will you state whether or not the duties and responsibility and authority of a foreman which are set

1562 forth in this analysis of a foreman's job are actually their duties, responsibility and authority in the Packard Motor Car Company?

A. I believe they are.

Q. You agree with the testimony given by Mr. MacAuley as to the duties and responsibilities and the authority of foremen in the Packard Company?

A. I do.

Q. There is testimony in the record that on March 1, 1942, an overtime policy change was put into effect with respect to the payment of overtime to foremen; do you recall that?

A. Yes, I do.

Q. Did you know about that change before it went into effect on March 1, 1942?

A. Yes.

Q. How did you happen to hear about it?

A. Well, there were several different plans being discussed in meetings with our plant manager at the time. I was a division or general foreman, at the time.

Q. Your division manager held various conferences in

connection with this matter of overtime pay?

A. He did.

Q. You were present at those conferences?
A. Yes.

1563 Q. Were there others also present?
A. Yes.

Q. Other general foremen?

A. That is right.

Mr. Dahling: I ask that these documents be marked as Company's Exhibits Nos. 42 and 43.

(Thereupon, the documents above referred to were marked Company's Exhibits Nos. 42 and 43 for identification.)

Q. (By Mr. Dahling): Mr. Patzkowsky, Petitioner's Ex-

hibit 24 is a sheet on which there appear to be shop rules and penalties for violation, reissue December 14, 1944. Were there previous issues of these rules for penalties?

A. Yes.

Q. I show you Company's Exhibit 42 and Company's Exhibit 43 and ask you what they are?

A. Well, on the Exhibit 43, dated September 1, 1944, were a group of rules that were negotiated with the Plant Committee of the CIO, Local 190, and our Labor Relations man.

Q. Is that the first issue of the printed shop rules and penalties for violations?

A. That is the first group of them. At one time or another each particular one may have been negotiated at meetings that they had, but this was the first time that they had grouped them as one group.

Q. Exhibit 42 was the reissue of Exhibit 43, which is

dated September 1, 1944?

A. Yes, with some minor changes because in checking back we found that they had changed the penalties that had been in effect in previous meetings, but had not been published, and the rank and file didn't agree with all the penalties, so they were reissued.

Mr. Nelson: There is no objection.

Mr. Dahling: I offer Exhibits 42 and 43 in evidence.

Mr. Karasick: No objection.

Trial Examiner Jaffee: Received.

'(The documents heretofore marked Company's Exhibits Nos. 42 and 43 for identification were received in evidence.)

Q. (By Mr. Dahling): Now, I notice on Petitioner's Exhibit 24, the third rule, "Fighting—Any employee striking a blow, the penalties are one week, two weeks, to be negotiated." What does that mean?

A. To be negotiated?

Q. No,-

A. (Interposing): The first time that the man is fighting, the general rule is one week off. I believe they say one week the first time?

1565 Q. Yes. .

A. And when the second time he is fighting, it is two weeks off.

Q. Yes.

A. Perhaps the third time to be negotiated, whether he be discharged or removed to a different department or penalized in any other manner.

Q. To be negotiated would mean that there would be a hearing with the Union people in connection with the

third offense of that character?

A. Not necessarily, to be negotiated between the foreman and the steward of the department.

Q. If they agreed upon a discharge, why, it would be a

discharge?

A. Yes, or a transfer or whatever it might be.

Q. Whenever on this exhibit P-24, under the heading "Penalties" there appear to be more than one penalty, that covers the matter of first, second or third offense?

Trial Examiner Jaffee: It says so on the exhibit there.

A. I think that is in the lower paragraph, the lower line.

Mr. Dahling: Yes, I believe it does.

Q. (By Mr. Dahling): I show you now Petitioner's Exhibit 33 and call your attention to the paragraph numbered 2 on the first page of this exhibit, which reads as follows: "The great majority, ninety per cent of the grievances and queries should be disposed of by the Division Labor Relations representative, as his authority is decisive in all cases except those involving rates and general plant-wide Company policy." Will you explain this particular paragraph, what that means?

A. Well, perhaps I should explain the thing as a whole. First, it is the minutes of the meeting between the Labor-Management committee and the Plant Committee of Local 190, and this was taken down with a stenographer as it

was said in the meeting.

Now, the meaning of what we were getting at in the previous paragraphs, which tells you that the cases were not being handled according to procedure. Some overly ambitious stewards didn't attempt to negotiate or bargain with the steward. He immediately wanted to go to the top—I didn't mean to say with the steward—with the foreman. He immediately wanted to go to the top plead his case, and we were attempting to get the Plant

Committee to get their stewards in line that they would follow procedure, that they would stay with the first step of the grievance with the foreman and the steward, and

then the next step would be with the district stew-

1567 and and the district Labor Relations man.

Q. Is that the step that is referred to in paragraph 2?

A. Yes, that is the step. . .

Q. See if I get this straight. Your first step in the gripvance procedure is between the foreman and the chief steward of the Union, is that correct?

A. That is right.

Q. Then if they can't agree, your next step is the division steward and the division Labor Relations man representing the Company, is that right?

A. We call, what you call the division steward, we call

them district stewards.

Q. District stewards. Yes, I think that is right. I have heard that used. You were referring to the fact that grievances that get by the first step and get into the second step, ninety per cent of those should be settled before they go up to the third step?

A. That is right.

Q. In other words, only ten per cent of those that get to the second step of the grievance procedure merited any further action further up?

A. That is right.

Trial Examiner Jaffee: What is the lowest rated steward in the plant?

The Witness: The lowest grade of steward that we 1568, recognize as a steward is a chief steward. Now, the

chief steward nominates, or he appoints deputy stewards to act in his absence, which we negotiated at that time. Otherwise he is just another member of the rank and file when the chief steward is on the job.

Trial Examiner Jaffee: The steward immediately above

him is the-

The Witness: The district steward.

Trial Examiner Jaffee: I think you began your first comment with reference to Petitioner's Exhibit 33 by referring to a Labor-Management Committee; what is that?

The Witness: That is what we call the Labor Committee. It is the people from the plant committee representing the Local UAW-190 and the management is our Committee of our own people.

Trial Examiner Jaffee: I think you started your answer rather ambiguously because you said the Labor-Manage-

ment Committee met with the UAW Local.

The Witness: I should have said it was a joint meeting of the Labor-Management Committees.

Trial Examiner Jaffee: I see.

Q. (By Mr. Dahling): The grievance procedure, of course, is set up in the contract Packard has with UAW Local 1907

A. That is right.

there shall be a plant committee of the UAW of not more than three selected by the Union and then there shall be representatives of the Industrial Relations Department and these two committees are supposed to meet as the top step in the grievance/procedure?

A. Yes.

Q. And also to discuss problems which might arise?

A. That is right.

Q. I show you Petitioner's Exhibit 25 and ask you if that is the chart of the Labor-Relations Division which is now in effect at Packard?

A. Well, I wouldn't say that this is the chart that is in effect now. I believe that there have been some additions made to this (indicating). This does not happen to be dated but I know that there have been some additions.

Q. That is in names, you mean?

A. Yes.

Q. But the general set-up of the division is that as set

forth on this Petitioner's Exhibit 23?

A. Yes, as far as myself, Mr. Smith, Mr. Watts and Mr. Probyn are concerned. Some of the men on the day shift here may have been transferred over to the night shift. There have been additions to both day and 1570 night shifts since that was made up.

Q. You do have an assistant Labor Relations man-

ager on duty during the day?

- A. Yes.
- Q. And also one for the night shift?
- A. That is right.
- Q. And these assistant Labor Relations managers have district Labor Relations men under them?
 - A. That is night.
- Q. And they are present during the day and also at night?
 - A. Yes.
- Q. These are the district Labor Relations men, referred to in this chart,—are the men who represent management at the second step of the grievance procedure with the UAW!
 - A. Yes.
- Q. Mr. Patzkowsky, I forgot to ask you this question: Petitioner's Exhibit 24 lists thirteen offenses and the penalties for each of those offenses; might there be other. things for which a rank and file worker would be disciplined by the foreman!
 - A. Yes.
 - Q. Well, can you think of some of them?
- A. Well, if the individual was continuously being 1571 careless in his work and causing excessive tool breakage he might be demoted to a more simple machine where he wouldn't receive as much pay.
 - Q. Who would recommend that demotion?
 - A. The foreman.
- Q. Might there also be a case of a rank and file worker refusing to do the job!
 - A. Yes
 - Q. And improperly using tools?
 - A. Yes.
 - Q. And excessive breakage of tools?
 - A. Yes.
 - And also creating unsafe working conditions?
 - A. That is right,
- Q. Now, who would fix the penalty in those cases where they are not covered by the penalty sheet, Exhibit 24?
 - A. The immediate supervisor.
 - Q. And that would be-

A. (Interposing): The assistant foreman or foreman. Mr. Dahling: You may cross-examine.

Cròss-Examination.

Q. (By Mr. Nelson): May I have the three sets of grievances and penalties, Exhibits 24, 42 and 43? I have before me, Mr. Patzkowsky, Petitioner's Exhibits 24 and

Company's Exhibits 42 and 43 and I notice that

1572 -Exhibit 24 was signed by a committee for the maintenance and production workers Union and the Company, is that right?

A. That is right.

Q. And it is dated December 14, 1944? I also note that Company's Exhibit 43 is issued under date of September 1, 1944 and only on the authority of the Company?

A. Well, Mr. Budd-

Q. That is correct, isn't it?

A. Yes.

Q. And Mr. Budd's position is what?

A. He was Labor Relations manager at that time.

Q. And Company's Exhibit 42 is dated October 17, 1944, likewise, and purports to be an authority only on behalf of the Company?

A. Yes.

Q. Now, as a matter of fact, what happened was, that the Union kicked, so to speak, to put it shortly, isn't it so, to having these automatic penalties fixed without any consultation with them?

A. The rank and file did. The Plant Committee could not sell the bill of goods, you may say, to the steward body.

Q. They made two attempts and then failed and then negotiated with the Union stewards?

A. I don't follow you.

1573 Mr. Donovan: I do not believe the witness understood your question.

Q. (By Mr. Nelson): After the first two—Exhibit 43 on September 1st and Exhibit 42 on October 17th, of the past year, then you got together with the stewards and negotiated Petitioner's Exhibit 24?

A. No, that is not the stewards, that is the Plant Committee.

Q. That is the only thing? I will amendamy question, it was negotiated with the Plant Committee?

A. That is right.

Q. When the maintenance and production workers, the hourly-rated workers, picked on the setup in Exhibit: 42

and Exhibit 43, Company's Exhibits—

A. (Interposing): They kicked on it due to the fact that all these rules had been in previously at one time. In previous meetings the penalties were set of some sort and when they tried to group them together and some of the penalties were changed—when the old records were dug up is when they took the thing up with the Plant Committee and wanted to know why, when they had agreed to something previously—why they were making the changes.

Q. Generally speaking, the penalties are lower in Petitioner's Exhibit 24 and less severe than in Exhibits 42

and 43, isn't that a correct statement?

1574 A. That is right, and some of them have even been taken out.

Q. And that was on the objection by the Plant Committee?

A. No, not entirely of all the Plant Committee, the Army objected to one of them.

Q. To one of them?

A. Yes.

Q. Which one was that?

A. The one on the coffee-making proposition. First, we had a penalty for making coffee during working hours.

Q. And the Army objected to that?

A. No, the Army had given permission to make coffee during working hours and they did not want to go back on that, on their word.

Q. To your knowledge was any foreman consulted about

any of these exhibits, Exhibits 24, 42 or 43?

A. I think at different times in the last several years the foremen have been consulted on all of them. That is where, you might say, the law of averages was derived from.

Q. By the words "the foreman" just who do you mean? A. The foreman.

Q. You mean the Foreman's Association of America or representatives of organized foreman or just occasional

foremen were asked a question?

1575 A. I would say foremen in groups by the plant man-

agers.

Q. In groups? What kind of groups?

A. When the plant manager would have a meeting of the supervisors some of these things would be discussed.

Q. Oh, you mean some of the offenses described here?

A. Yes.

Q. Some of the things that disturbed the work were discussed at these meetings?

A. Yes. You see, we were getting beat, one foreman to another. The Union operates a good deal on common law. If you pass out a penalty one day for fighting of one day off in one particular department in one week and the next week a foreman in another department wants to give a fellow a week off, he will say you cannot do that because they have set a precedent in the previous week by only giving him one day off. That is what caused the bringing about of getting uniform penalties.

Q. And it was in effect the lack of uniformity which produced the uniformity represented by these exhibits?

A. That is right.

Q. As a matter of fact, as to none of these publications or announcements, that is Company's Exhibits 42 and 43 and Petitioner's Exhibit 24, were foremen as a body consulted, were they!

A. As a body?

1576 Q. Yes.

A. No.

Q. As a matter of fact, all of the foremen at Packard's are themselves subject to these rules, aren't they?

A. I presume they are.

Q. And you have the situation where a foreman may be disciplined under a set of rules fixed by maintenance and production workers Union and the Company, without consultation with them, isn't that a fact?

Mr. Donovan: I will object to that question because

the testimony does not show they were subject to the rules. They were evidently rules settled upon between the CIO and the Company which the foremen used. It does not mean they were subject to them.

Mr. Nelson; I am entitled to ask that question, Mr. Ex-

aminer.

Trial Examiner Jaffee: The witness did say "I presume so" in answer to that precise question a moment ago.

Mr. Donovan: That is the reason I object to this question. I do not think the witness should be required to answer the question just asked by counsel.

Trial Examiner Jaffee: I think it is proper in view of

his previous answer. You may answer.

Mr. Nelson: That is the fact, isn't it, Mr. Patz-

1577 kowsky !

The Witness: In rare occasions where penalties are being given to our supervisors, the same as the rank and file.

Q. (By Mr. Nelson): Under these rules?

A. Under these rules, that is right.

- Q. You seem to be a little generous about it. I suppose the occasions for disciplining foremen are as you say, rare!
 - A. That is right.
 - Q. Comparatively?
 - A. That is right.
- Q. Because they are a disciplined and selected body of men?

A: Yes.

- Q. Therefore, their transgressions, perhaps, on a percentage, are fewer in number?
- A. When we are picking our supervisors we hope that onone of them will ever be caught on any of these rules.
 - Q. So, therefore, you use the word "rare"?

A. Yes.

Q. The fact of the matter also is, isn't it, Mr. Patzkowsky, that when the question arises as to whether the foreman has transgressed the rule as evidenced by these

exhibits 24, 42 and 43, he appears individually and without any representation, doesn't he?

A. No, I wouldn't say that.

Q. Doesn't he? Who appears for him, then?

A. As a rule his immediate supervisor will appear with him.

Q. He appears against him, doesn't he, as the man who leveled the charge, probably, doesn't he?

A. I wouldn't say that he appears against him.

Q. Does he appear on behalf of the foreman or on behalf of the Company? I am speaking of his immediate superior.

A. I imagine he appears on behalf of the Company.

Q. Then the man is alone, isn't he?

A. That is right.

Q. The foreman is alone?

A. Yes.

Q. Let's take another situation. Let's take the situation of a dispute as to whether a maintenance and production worker or the foreman was the aggressor or was in the wrong and you set your grievance machinery in motion. Of course, there the foreman could not solve it, he being the first step in the grievance machinery, and automatically it would go at least one step higher, wouldn't it!

A. Not necessarily.

Q. Would the foreman be allowed to pass on his own guilt or innocence as between he and a production worker or would they take it a step higher?

A. I cannot imagine the kind of case you are talking about, Mr. Nelson.

Q. A dispute as to who lift the other of who hit first.

A. Oh, you are talking about a fight case?

Q. Take that as an example. I made it broader, where it is a dispute as to whether the worker, the hourly-rated worker or the foreman—let us say the hourly-rated worker says the foreman hit him first and the foreman says that he did not hit him but put up his hands to protect himself. There you would have to take it somewhere besides the foreman, wouldn't you?

A. Yes.

1580 Q. (By Mr. Nelson) And immediately the steward appears for the maintenance production worker, doesn't he?

A. Yes.

Q. That is right, is it not?

A. Yes.

Q. And the foreman appears alone and without representation, doesn't he?

A. Well, I wouldn't say he appears alone without representation. There are other foremen as a rule or labor

relations men appear with him.

Q. They appear with him. I am talking about somebody appearing for him, in the same sense that the steward appears for the hourly rated man.

A. I believe the foreman is capable of appearing for

himself.

Q. So you feel that he is able to appear for himself under those circumstances?

A. Yes.

Q. As a matter of fact, aren't foremen now regularly and haven't they been for some time, taking their five or six days off as a penalty and refusing to go in and assert their innocence or even try their case? Isn't that the rule now at Packard's?

A. No.

Q. Well, hasn't it been for some time?

1581 A. No, I wouldn't say that.

Q. Isn't the reason that the Company at Packard's for a long time has adopted the policy of standing with the steward and the maintenance and production worker and against the foreman?

A. No.

Q. That as a consequence of that, Mr. Patzkowsky, the foremen are taking their medicine rather than even try the merits of the dispute?

A. I disagree with that.

Q. You do?

A. Yes.

Q. Do you know a man by the name of Kenneth Warden?,

A. I know of him.

Q. What grade of foreman is he?

A. What grade?

Q. Yes.

A. I couldn't say.

Q. What?

A. I couldn't say.

Q. But he is a foreman, isn't he?

A. Yes.

Q. He is off right now on exactly the situation that I described?

M. I believe so.

1582 Q. Yes, sir. Where he refused to go in and even try to defend his case because of the consistent policy of the Company of standing against the foremen?

A. That is wrong. He appeared in a meeting with several different people. He was represented by his immediate supervisor. He was represented by the labor relations people, more than one.

Q. That is the last man that you have had in a meeting of that kind as a foreman, is that right?

A. That happened last week, I believe.

Q. As to suggestions, do you have in effect out there, and have you had since the United States went into the war, a Work-to-Win Program?

A. About that time it was put in, I guess.

Q. Well, we won't debate the time. It has been in effect for some period now, hasn't it, Mr. Patzkowsky?

A. Yes.

Q. That is a plan under which anybody in the plant can make a suggestion or a recommendation for the betterment of things, isn't it?

A. Yes.

Q. So, you don't have to be a foreman, do you, to make those recommendations and suggestions?

A. Well, I would call them suggestions. They certainly aren't recommendations. They are usually very much in their infancy, as a rule turned over to the foreman first for his consideration, and then he passes them on to the—perhaps the right people that will

or can elaborate on them, if he approves of them.

Q. Well, but suppose a maintenance and production worker, suppose you are a maintenance and production worker and you hand it in to the president and pass everybody by?

A. He doesn't hand it. They all go to a central clearing place and then the work-to-win committee.

Q. And that is a joint management-labor committee?

A. Yes.

Q. What have the foremen to do with that committee and its scope of operations?

A. Well, the-I don't know exactly what they are.

Q. Let me first ask you then, if you don't know, let me suggest some specific inquiries. Is there a foreman on the committee?

A. I don't believe there is. At one time when I was a general foreman, I acted on that committee at alternate times, five or six times a year. We have changed that procedure. We have changed that procedure several different times. I couldn't say at the present time if there is a foreman on that in those meetings at one time or not,

Q. Well, that is a plan of operation specifically as operated at Packard's between the Union, representing the maintenance and production workers, and the

Company, isn't that it?

A. Yes.

Q. And the foremen are subject to whatever rules or regulations grow out of that Work-to-Win Program, aren't they, and subject to the demands of the program?

A. If it is adopted as a rule, wes.

Q. They are expected to forward or aid in the work of the Work-to-Win Program, aren't they?

A. Sure.

Q. Without any voice in it whatsoever?

A. Oh yes, they have plenty of voice in it.

Q. What, for instance?

A. As I say, at different times the foremen have been on the Work-To-Win Committee.

. Q. Who besides yourself now, while you were on it?

A. Well, Oscar Padget was one.

Q. Who?

A. Oscar Padget.

Q. Is he a manager now?

A. Yes, he was a foreman at that time. And Arthur Lynch.

Q: Where is he now, what is his rank now?

A. Mr. Lynch is a general foreman.

Q. In G. Division?

A. Yes.

1585 Q. How long was he on the committee?

A. As I say, we acted on this committee at just one meeting, and then we would skip several meetings and drop back into it again. The Work-to-Win Committee doesn't amount to much other than segregating the suggestions and in sending them into the proper channels where they are acted upon. The Work-to-Win Committee doesn't make any decisions.

If it is a suggestion pertaining to plant layout, it will be shipped to the plant layout department, and they will investigate it and give their answers back. If it is approved, put into effect, it is sent back to the Work-to-Win Committee, stating such, and the individual who put in

the suggestion will receive his award.

If it is not approved, it is sent back the same way and the Work-to-Win Committee notifies the individual that put in the suggestion, stating the reasons why it wasn't approved.

So, as far as the functioning of the Work-to-Win Committee on acting on the suggestions is concerned, it is

practically nothing.

Q. Well, it is still in operation, isn't it?

A. Oh, yes. You have got to have someone to determine where these suggestions should be sent to, if approved, where they should be sent for approval.

Q. I notice all these inter-departmental communications that you offer from the files from the Company have, that conclusion, "Work-to-Win". It seems

to be a kind of a slogan in the Company.

A. It is.

Q. And you say that it doesn't amount to very much?

A. As far as the committee acting upon the suggestions, I say, it does not amount to much.

Q. Well, then, it is window dressing, isn't it, and slogan, only sound in appearance without substance?

Mr. Donovan: Oh, I think he is arguing with the wit-

ness, Mr. Trial Examiner. It is the same thing as "buy bonds."

Q. (By Mr. Nelson) Is that your idea?

A. No.

Q. That is not your idea?

A. No.

Q. Well, I will ask you, Mr. Patzkowsky, while we are on that subject, whether you regard the problems of the Work-to-Win Committee in the Packard Company as a genuine labor-management experiment, yourself, is it your opinion that it is?

A. Is has been very beneficial.

Q. Very beneficial to the Company?

A. And to the workers.

Q. And to the workers?

A. Yes.

1587 Q. Is that right?

A. Yes, and to supervisors.

Q. What benefit could you say a supervise derived out of it?

A. Well, there are times when a supervisor thinks and perhaps he is too busy to stop and listen to a worker's suggestions. Perhaps the worker doesn't want to take the time to explain his suggestion to his supervisor. Perhaps it takes time to make a sketch, and he may do that on his own time, turn it in and the result is it gets back to the foreman. We have had cases—

Q. (Interposing) Gets back to the foreman from where!

A. From the Work-to-Win Committee.

Q. Oh, Goes up to the top and then comes back to the

A. Well,-

Mr. Donovan: (Interposing) I will object to that.

Q. (By Mr? Nelson) Is that right! I want to know.

Mr. Donovan I will object.

A. I don't know.

Mr. Donovan: Wait a minute. I object to the counsel's remark, "Goes up to the top." There is nothing in the evidence to justify that characterization of the Work-to-Win Committee. It carries an unfavorable inference

against the foremen, attempts to submerge the foremen in an unfavorable light. I object to the question, Mr. Trial Examiner.

Trial Examiner Jaffee: Well, as I understood the ques-

tion, he is just asking the witness.

Mr. Nelson: That is all. He can say it isn't so or tell me where I am wrong.

Mr. Donovan: His question includes the statement that

I object to.

Trial Examiner Jaffee: He may answer.

The Witness: I can't understand what you mean by "up

to the top" and back to the bottom again.

- Q. (By Mr. Nelson) Well, the foreman and the worker are side by side at the bench, we will say, or the machine, is that right?
 - A. Yes.
 - Q. That is the general idea of it?
 - A. Yes.
- Q. Now, the Work-to-Win Committee is a plantwide committee, isn't it?
 - A. Yes.
- Q. Now, as you said a moment ago, that was intended to head up and form a focus to gather all of the suggestions, isn't that so?
 - A. That is right.
- Q. And suggestions there go directly to Management, don't they, when made to the Work-to-Win Committee?

A. They go from the Work-to-Win Committee to the Management.

- Q. Certainly, because Management is half of it, isn't that so?'
 - A. Sure.
- Q. Well, all right. Now, will you tell me what benefit you think it is to a supervisor to set up a committee of that kind so that they can conveniently and properly by-pass the foreman, just what does that do for a foreman?

A. Well, as I have stated, as I have started to state, in some cases we have had some very good suggestions—

Q. (Interposing) I try not talking about the merits of the suggestions.



Mr. Donovan: I think you should let the witness finish his answer. He is answering your question. Give him time to finish.

The Witness: And the individual working for a foreman couldn't speak English. He had to have someone else interpret for him and put it onto a piece of paper, and he turned it in to the Work-to-Win Committee. In turn, the Work-to-Win Committee sent it back to the foreman for his investigation and his comments, and if the foreman approves of it, it would help his job or he wouldn't

approve of it, and in that way it makes his easier or he certainly wouldn't have an interpreter for

this individual, and he carries out the suggestions of the individual which may have taken hours for him to explain in his broken English out in the shop.

Q. Well, if the situation is that bad, there is some doubt about whether that man and that foremen can get along on the day's work, isn't there?

A. No, I wouldn't say that.

Q. If he needs an interpreter to the extent where he

couldn't give him an idea- /

A. (Interposing). A lot of people need an interpreter to express themselves, but yet can do a very good job of following instructions.

Q. Who picks the leaders?

A. You mean the leaders as we call them?

Q. Yes, I am using the leaders.

A. A definite classification?

Q. Yes.

A. The foreman or the immediate supervisor.

Q. Has the leader any supervisory function or authority? A. As far as people are concerned, no, other than in-

structions of operating methods.

Q. As I understand it, you don't include instruction as a supervisory function, am I right about that?

A. That is right. Generally speaking, as far as instructions of operation on any particular, details

*according to our operation sheets, that is usually taken up by the utility men or leaders.

Q. New, the job setter also has something of an instructional function, too, hasn't he?

A. That is right.

Q. So far as the job setter is concerned, you don't consider instruction as supervisory in its nature?

A. No, I would say it was more of a teaching nature.

Q. Why do you include instruction when you mention the manifold duties and responsibilities of a foreman?

A. Well, someone has to instruct the job setters and

leaders.

Q. In other words, it depends who performs the function of instruction whether it is supervisory in its nature or not, is that correct?

A. Yes. One of them deals with tools and the other

one deals with people.

Q. When the job setter comes along and shows a workman how to set it up and do it, he is dealing with those tools and people and material, isn't he?

A. Yes.

Q. In the office of instruction?

A. Yes.

Q. When the leader does the same thing, he is dealing with all four of those elements together, isn't he?

A. That is right.

Q. And in the form of instruction?"

A. That is right.

Q. What is the difference when the foreman does it?

A. The foreman isn't actually performing. It is a different method of teaching. The one is teaching, you might say, a skill, where the higher supervisor would be directing the working force of the people and the whole period.

Q. Well, then, as I get your answer, it depends upon the form of instruction, is that right, whether it is merely oral and subjective or whether it is objective as by way of

demonstration, is that the difference?

A. That should cover it.

Q. That is the line of departure as you think?

A. Yes.

Q. Now, as I understood the testimony here, Mr. Patzkowsky, these leaders, if they show other characteristics and qualities, are selected and sent to a training school for foremen, aren't they, or given some instructions!

A. Leaders?

Q. Yes, or are sent in with the foremen at these meetings?

A. I don't know of any of the leaders ever being sent in with the foremen.

Q. Do you recruit foremen from leaders?

1593 A. What is that?

Q., Do you recruit foremen from leaders?

A. Yes.

Q. Do you give the leaders any instruction or special

opportunity before they become foremen?

A. Well, it is a stepping stone, and as a rule, just prior to his being made an assistant foreman, we usually give him instructions at that time, how to—what we expect of an assistant foreman or a foreman.

Q. Who selects him?

A. Well, if it is an assistant foreman, the foreman usually selects him in his particular group, if he knows his group well.

Q. You mean he recommends him?

A. Yes.

Q. So far as you yourself are concerned, you have definitely more experience and training than the average general foreman, foreman or assistant foreman, haven't you, Mr Patzkowsky?

A. Perhaps in some lines.

Q. Well, I understood you to say you had been to college and presumably you got a degree, didn't you?

A. No, I have no degree.

Q. What degree did your studies generally lead to?

A. What would it lead to if I had finished up?

1594 Q. Yes, if you had finished the course you were on?

A. Well, the Teacher's College, you get a life certificate.

Q. As a teacher?

A. Yes.

Q. Did you specialize in manual training, the sciences and things of that kind?

A. Just in manual training.

Q. Just in manual training?

A. Yes.

Q. You would have finally gotten perhaps a B.S. if you had broadened and continued your studies?

A. Well-

Mr. Donovan: (Interposing) Well, if he had broadened that, he might have gotten an M.A.

Mr. Nelson: He might have, and he might yet.

The Witness: That is the thing, I broadened them so far that I would have to get an engineering degree. That would be the easiest way out of it if I had finished.

Q. (By Mr. Nelson) A general engineering degree?

A. Mechanical engineering degree.

Q. Mechanical engineering degree't

A. Yes.

Q. How many years did you go?

A. At Kalamazoo I went three years and two sum-1595 mer schools, and since that time I have gone at odd times a couple full semesters and part time work for several years.

Q. You apparently didn't bother to drive straight for a degree; you took the work and sat contented with yourself

in that?

A. That is right.

Mr. Nelson: That is all.

Trial Examiner Jaffee: Ten minute recess.

(Recess.)

Trial Examiner Jaffee: The hearing is in order.

Q. (By Mr. Karasick) I believe, Mr. Witness, that you testified with respect to Company's Exhibit 24 and on March 1, 1942 there were certain salary increases and other benefits granted foremen, is that correct?

Trial Examiner Jaffee: Is that in connection with-

Mr. Karasick: (Interposing) Mr. Examiner, that is Com-

pany's Exhibit 24, not Petitioner's Exhibit 24.

The Witness: I do not recall if there was tied up with that in any exhibit or not—if that was tied up in any exhibit or not.

Mr. Dahling: I think he testified that there were certain overtime arrangements made for foremen at that time.

Q. (By Mr. Karasick) I hand you a copy of Company's

Exhibit 24 and ask you if that is the document with reference to the change you testified to?

1596 A. Yes.

Q. The salary increases and the other benefits granted at this time, as referred to in Company's Exhibit 24, were increases and benefits which were granted to both exempt and non-exempt employees under the Fair Labor Standard Act, is that correct?

A. I believe they are.

Q. The exhibit itself so states?

Mr. Dahling: I think that has been completely covered, Mr. Examiner, hasn't it? The exhibits, of course, speak for themselves.

Q. (By Mr. Karasick) I believe you also testified that foremen attended conferences with respect to these changes which were granted?

A. Yes.

Q. Did all the foremen in the plant attend these conferences?

A. I was a general foreman at that time. The foreman at that time, all the general foremen of the division met with the division manager and all the foremen and assistant foremen that worked for me met with me and I carried on the message in a two-way communication, you might say. There was a matter of two or three months that that thing was being discussed back and forth.

Q. Were these conferences—what was the purpose of these conferences? To inform them of the con-

templated changes?

A. Well, if I remember correctly, at one time there was a plan to pay supervisors on a straight hourly basis and a lot of the foremen preferred that at that time. Naturally, if you are going to pay for overtime, that seems to be the easiest way of computing the wages earned. I know that was brought up with the division manager and at the same time it was brought out that if you missed a day during the week and if you worked on Saturday or Sunday—how the wages would be computed for that. That was kicked back and forth until everyone was presumably satisfied.

Q. Was my understanding correct, that these contem-

plated increases in salary and benefits were drafted and then the foremen, through conferences—I mean foremen, of all grades—through conferences at one time or another, were informed of the changes contemplated and the changes that would go into effect?

A. That is right.

Mr. Dahling: Mr. Examiner, I do not think Mr. Karasick means to mislead the witness. He testified as to conferences only in the division where he was a foreman. I think that was what the witness had in mind.

The Witness: Yes, I am speaking of myself and the con-

ferences in which I was directly connected.

Q. (By Mr. Karasick) So as to the other foremen 1598 you do not know?

A. I speak of the general foremen of the division I was in, the foremen working for me. Being a general foreman at that time, I was not familiar with how it was

carried on in the rest of the plant.

- Q. I believe with reference to the exhibit which shows on its face an indication that the Company desired the foremen to take up and the Union steward to take up grievances from the lower step to the higher stage in connection with that exhibit, you testified that the stewards wanted to go to the top and that it was necessary to indicate to them that they had to start at the lowest level and work up?
 - A. That is right, they weren't sticking to procedure.
 - Q. Why did the stewards want to go to the top?
 - A. Why?
 - Q. Yes.
- A. There may be a number of different reasons. Really, I could not say, other than for political reasons of their own. They are by-passing their own district stewards when they are doing that. Maybe there was a feud between the district steward and themselves and they may go around the division to try to get something to gain their own political ends.
 - Q. Was it perhaps the finality of the decisions arrived at at the top stage of the grievance procedure which would induce the stewards to want to go to the top?
 - A. I don't believe so because there were too many

times when they might get knocked down on it, you might say, and they would suffer defeat rather than gain their, end.

Q. Is this your surmise or do you know that it was so?

A. I cannot speak for a steward, but naturally, it would be so knowing the actual happenings and assuming-I am assuming what might be going on in a steward's mind.

Q. Did any steward ever tell you?

A. Yes, stewards have made the crack that they were out to get the next election, plenty of times you find that true. That is strictly political, you know.

Q. You mean that in the sense that they wanted to be

successful-in the presentation of their grievances?

A. That is right.

Q. They did want to take them to the top and had to be told to start at the bottom and work up?

A. If they could gain something, they could get an

answer back to their boss, you might say.

Q. Now, with reference to the shop rules and penalties for violations which is in evidence as Petitioner's Exhibit

24. I am not sure whether I understood you correctly to say foremen fixed the penalties of violations of rules not listed on that exhibit. When you so testified, if you did so

testify, you meant within the regular limits that the foremen have of recommending actions which are then passed on up the line until final approval is

had, is that correct?

A. Yes. Q. Are foremen regularly represented on the Work-to-Win Committee, or do they serve on that committee only sporadically?

A. I-couldn't say for sure.

Q. How large is the committee? A. I think there are three of each.

Q. Three of each what?

A. Three from Labor and three from Management.

Q. And the three from Labor would be the rank and file represented by the UAW in the plant?

A. Yes.

Q. And three from Management?

A. Yes.

Q. I see.

Mr. Karasick: No further questions.

Trial Examiner Jaffee: Anything further from the witness?

Mr. Nelson: No questions. Mr. Dahling: No questions.

Q. (By Trial Examiner Jaffee) Mr. Patzkowsky, am I correct in assuming that leaders are covered by a UAW contract?

A. Yes.

1601 Q. May I see that list of foremen attributes, or whatever it is called? Mr. Witness, you testified, I think, that you agreed with Mr. MacAuley's list making up his conception of the analysis of a foreman's job?

A. Yes.

Q. Which Mr. MacAuley read into the record?

A. Yes.

Q. And you recall that the list in substance was an itemized list of certain responsibilities?

A. That is right.

Q. To Management, to the workers, and thereby to Management and his responsibilities in connection with tools and equipment and thereby to Management and so on?

A. That is right.

Q. Have you an opinion, Mr. Patzkowsky, as to what the effect on these responsibilities would be if foremen were organized into a union and were recognized by the Company, if the Company recognized such a union of the foremen? First, the question is, have you an opinion?

A. Yes, I believe I have.

Q. Can you point out which of the items on that fivepage list—let's say some of them, because the list is very long—which of the items you think might be affected adversely, if you so think, by the fact that the foremen were

organized into the Foreman's Association of America and the Company recognized that Association

as their representative?

A. You say from this list?

Q. Yes, just pick out a few illustrations, you do not have to take them all.

A. Well, of course, according to this, he is responsible to the Management for production. In our past history of Unionism, it tends to stop the individualism of a person and he certainly would not attempt to increase production as he has previously had and as in the testimony which has been brought out here previously, the better workers do not produce any more than the average workers and if that held true, as it always has in the past with unions, that would have a tendency to cut down production in individual departments.

Q. Now, by the "past history of Unionism" what in

general do you refer to?

A. Well, I think I can bring that down to Packard.

Q. Perhaps I can save some time. Do you refer to rank and file Unionism?

A. Yes.

Q. What you have said, then, would be a reason, would it not, or would it, why there should be no union among the rank and file in Packard.

A. As far as the individual is concerned in his progress and creative nature, as far as that is corcerned, he perhaps would be better off without a union.

You see, at the present time, I might give you an illustration—at the present time if you get an excellent mechanic as a production man and he would like to transfer to the mechanical division and become a toolmaker and he has had five or six years seniority as a production worker, going from one machine to another learning machining methods and becoming a good mechanic and gaining experience—when he gets transferred in case he does, he does not retain all his seniority as a mechanic in the mechanical division, that he has gained at the Packard Motor Car Company as a whole and it ends up being a temporary job. If it weren't for the Union, he may go in as a toolmaker and become a Grade A or topnotch toolmaker and remain there.

Q. That is because—I may be wrong about this—is that because of the operation of the particular contract you happen to have with the UAW?

A. On, I presume it is that, and it is seniority rights.

I do not know of a contract in the industry that does not. have seniority rights in its contract..

Q. Well, seniority or what you refer to as seniority "rights" are arrived at as a result of collective bargaining between the Company and the UAW, isn't that a fact?

A. Yes.

Q. So that to an extent, am I correct in assuming, both the UAW, and the Company have had a hand in creating those rights, to that extent?

A. Of the Company being forced into it. That has always been a main issue because it-is the average number of people or the majority of number of people and workers that agree to that one. That is why it is taken into consideration. Now, when your supervision, which is a small percentage of the total number of workers that we have, and we have picked the choice from the rank and filethey certainly should be allowed to express their creativeness to make work easier and more efficient than other people so that by those methods they can advance themselves.

Trial Examiner Jaffee: Well, now, am I correct then, in gathering from your testimony that, speaking generally, you think Unionism deters initiative and individual ambition?

The Witness: I agree with that.

- Q. (By Trial Examiner Jaffee) Is that the reason why you think that foremen at Packard's should not belong to the Foreman's Association, and that Packard should not recognize the Foreman's Association?
 - A. That is my belief.
 - Q. Is that the only reason?

A. Well, of course, you could assume what may happen, if that did happen, which you have assumed, our training program would have to be changed. Of course, that is assuming again, I can't imagine of one being supervised by another one as foreman or as assistant foreman belonging to the same Union. Perhaps someone would want to discharge, we will say, a general foreman and you may be called upon, the representative or the steward of an assistant foreman, or an assist-

ant foreman to pass on the qualifications of the general foreman. Now, I don't think that would be fair to the individuals.

Trial Examiner Jaffee: Well, do you think a steward is a steward of an assistant foreman or is he a steward for the entire department?

The Witness: I figured he would be a steward for the

entire department.

Q. (By Trial Examiner Jaffee) Well, all right. Then, am I to understand that as far as you are concerned so far, we have two reasons why you think foremen shouldn't be recognized or organized into the Foreman's Association or recognized by Packard; namely, one, it lessens individual initiative, and, two, the rank and file and the foremany using the term generally, should not be in the same union?

A. I didn't mean to say rank and file. I meant to say that supervisors in different grades would be in the same—

you see, an assistant foreman is supervised by a 1606 foreman and a general foreman.

Q. Yes.

A. Those three people have different grades, and a special assignment man, perhaps, working for a general foreman. He would have three different people working directly for him, and yet they belong to the same Union.

Trial Examiner Jaffee: Let's take the case simply of the assistant foreman and let's forget for the time being the foreman, the general foreman and the special assignment man. Do you think it would affect any of the attributes listed in those five pages which have been read into the record to have the assistant foremen alone in the Union of their own?

A. Well, as I stated before, it is still the same as far as the individual is concerned. You would tear down his initiative to advance, and as he is the direct supervisor or manager of the department, the industry as a whole would suffer. We wouldn't be progressive and as soon as you aren't progressive, why, the public will suffer, the cost is going to increase and your standards are going to decrease or be lowered.

Q. Why are employees in the rank and file promoted to the job of supervision?

A. Why are they?

Q. Yes.

1607 A. Well, I would best answer that because we can't get them from anyplace else.

Q. How is it you pick individuals for promotion rather

than among the rank and file?

A. Well, in some cases the individuals have shown and told us or expressed to us that they would like to show their initiative and do a bigger job, and they have been more or less handicapped as the rank and file worker to do any of that, yet, nevertheless, by talking to the foreman, becoming acquainted and expressing what he would like to do and showing us his utmost ability on the job that he has, presumably why a job setter, I am speaking of machine shops now, and those people with the experience in that particular line of work are the ones that are entitled to be promoted to a supervisor's job.

Q. In showing, to use your phrase, in showing the utmost ability on the job which he has, would he thereby, at least in some cases indicate a degree of initiative?

A. Yes.

Q. An individual ambition?

A. Yes.

Q. Am I to understand then, that it is from that desire as expressed to his superior, which is generally the basis for advancement?

A. Yes.

1608 Q. So that, does it not come down to this then, that you think the assistant foreman should not be organized into a union of their own, limited to them alone, because you think it would deter or lessen their individual initiative?

A. Yes.

Q. Now, I want to point out something to you, Mr. Patzkowsky, and I want to point it out to you because I want you to appreciate any possible implications in your answer.

Your previous testimony along the same line, so far as it appears as to rank and file, would indicate, whether valid or not—I am not passing on that point—would indicate whether valid or not, a reason why rank and file should not belong to the Union.

Now, as far as assistant foremen are concerned, you have indicated only that reason, if I understand your testimony correctly.

A. That is one of the reasons.

Q. Well, what other reason is there?

A. As I stated, that it would—in that particular group, you wouldn't have progressiveness in the department in itself. Now, you have overlapping assistant foremen, you have an assistant foreman that is in charge of production work. In the same department you may have an assistant foreman who is an assistant foreman of inspection which

is the control of the standards. The standards may get to the very low point and the inspection fore-

man never notify anyone concerned that they are right on the ragged edge. You have assistant foremen in the tool repair, and the same thing may carry on from them, the same as machine repair. So, from that point, as it has always in the past, Union men protecting one another, shielding one another, it certainly wouldn't improve the product if conditions were such.

Q. How do you know?

A. Well, we are just assuming these things. As I say, from the past history of it, we know that Union men shield one another.

Q. Well, do you mean the past history of the UAW!

A. Yes.

Q. Well, we have had the Foreman's Association in there—I don't mean recognized—but it has been in there or at least, the foremen have been members of it in your plant for how long?

A. I Couldn't say definitely for how long.

Q. Can you say whether or not the fact that they are members of the Foreman's Association at Packard has adversely affected their jobs; that is to say, has adversely affected the manner in which they did their work?

A. At times I believe it has.

Trial Examiner Jaffee: Can you illustrate?

1610' A. Well, when they were out on strike, it certainly didn't help their job any.

Q. Other than that?

A. At times it has looked very suspicious when parts

got onto the assembly line that were passed through inspection by the inspection people, that there may have been good will between the production and inspection foremen.

Q. Have you any evidence to support that beyond the fact that you indicate a suspicion?

A. No. That would be quite hard to trace down.

Q. Anything else?

A. No, I don't believe so.

Q. So, we have then the strike and the suspicion?

A. Yes.

Q. Now, if I understand the Company's claim correctly, it claims that the strike of last April or May of 1944 was a strike by the Association for recognition, is that right?

A. I believe so. .

Q. To that extent, then I would assume—if I am wrong you can correct me on it—if the Association had been recognized by the Company, of course, that means obviously there would have been no strike for recognition, at least there would have been no occasion for it. That follows?

A. Mat is right.

Q. Now, is there anything else you want to add to any of the answers that you have given or to any of the questions I have asked?

A. I don't think so.

Mr. Dahling: I think the witness should be given an opportunity. The subject gone into is a subject that has not been brought out before, and you are asking him to go through a long list and state certain things.

Mr. Patzkowsky, have you been a witness before? Have

you had any experience in a case?

The Witness: No.

Mr. Dahling: This is your first appearance?

The Witness: That is right.

Mr. Dahling: I believe the witness should be given an opportunity to examine into this matter now. Apparently, Mr. Examiner, you are going into the whole question of the possible effect of the unionization on the Company. That is the unionization of the Foreman's Association, which is a very broad subject and on which this witness,

if he is to testify, should have an opportunity to prepare himself.

Trial Examiner Jaffee: I have no objection to that at all.

Mr. Dahling: So, I don't believe he should be asked at this present time on the stand if he has anything further to say until he has a chance to look into it somewhat and look it over.

1612 Trial Examiner Jaffee: Naturally, my question asking the witness whether he had anything further means has he anything further to say at this time. I appreciate the fact that the question is a difficult one. It wasn't asked by other counsel of this witness and I have no objection at all. I think it is perfectly proper for him to come back at some subsequent stage of the proceeding and add anything else he cares to add on that subject. It is not an easy matter at all.

Mr. Nelson: I would like to ask the witness a couple -

of questions at this time.

Trial Examiner Jaffee: All right.

Mr. Nelson: On which he is informed, I assume.

Q. (By Mr. Nelson) I am not complaining that you are not a good witness, Mr. Patzkowsky. I should think they would be satisfied.

Mr. Dahling: I think Mr. Patzkowsky is a very good witness for the purpose for which he was called, but I think this new subject being brought up the way it was, the witness should have an opportunity to look into it somewhat and crystallize his ideas on it.

Trial Examiner Jaffee: That is perfectly all right.

Q. (By Mr. Nelson) Now, in this Packard Plant, there has been at all times since the start of the program they are working on now, Army and Navy inspection, hasn't there?

A. Yes.

Q. And the plant is fully protected by the FBI and other policing agencies?

A. Yes.

Q. It has its own policing agencies, doesn't it, is that right?

A. That is right.

Q. And any wilful interference with production there you would recognize as an offense, wouldn't you?

A. That is right.

Q. And that is generally known in the plant, isn't it?

A. Yes.

Q. Certainly known to the foremen, isn't it, that any sabotage of the war effort would be a serious matter?

A. That is right.

Q. You knew that as a foreman?

A. Yes.

- Q. And it was common knowledge among the foremen?
- Q. Now, since October of 1942 the production of the Packard Plant has gone, I would say, steadily up, to make an understatement, actually it has gone up by leaps and bounds, hasn't it?

A. I wouldn't say that.

1614 Q. Well, then, let's be content with steadily.

A. I couldn't hardly say that. It all depends on

what you mean by "production".

- Q. Well, you have got 36,000 people out there now, and you had how many, about eight or nine thousand to start with?
 - A. In car division days, you mean?

Q. Yes.

A. Before the war, before we entered the program?

Q. Yes.

- A. Yes.
- Q. But, of course, it has gone up even compared to those figures, hasn't it, production has steadily gone up?

A. We have consumed more man hours.

- Q. And you have put out more production per man, haven't you?
 - A. No, I wouldn't say that.

Q. You wouldn't say that!

A. Not more production per man.

- Q. Hasn't the award of the Army and Navy recognized that fact, and hasn't the award of the Army and Navy recognizing that fact been granted Packard?
 - A. I don't think they go into it in that consideration.

Q. Well—

A. (Interposing) Of course, you have no comparison. If we were to start back building automobiles

and we built so many per day with 8,000 people and then we put on 32,000 people and we built five times more automobiles than we did before and you would only increase the man hours four times, that would be a direct comparison.

Q. Haven't you done-just that and better?

A. We have no comparison.

Q. Since October, 1942?

A. Until now?

- Q. Right up until now. I will leave out the period of the strike.
 - A. I say, I don't know.

Q. You don't know?

A. You couldn't even compile figures to that effect.

Q. Well, the cold figures of production would more than amplify my statement and support it, wouldn't they, Mr. Patzkowsky?

A. No.

Q. Since you started the war program, hasn't your production gone right up to the height where you have even had to have cutbacks?

A. Perhaps I misunderstood you. I thought you made the statement that parts were produced per man hours.

Q. That is exactly what I mean ultimately by what I say. It is the truth, isn't it?

1616 A. Ldon't follow that one at all.

Q. Aren't you producing more engines, marine and this Rolls Royce?

A. With less people than we did in 1941?

- Q. Let's take the absolute proposition. You are producing more engines, aren't you, than you did in October, 1942?
 - A. I don't think that is true generally.

Q. You don't think it is true?

. A. No. . .

Q. The absolute figures?

A. No.

Trial Examiner Jaffee: You mean regardless of the number of employees?

Q. (By Mr. Nelson) Regardless of the number of work-

ers, you are producing more engines, aren't you?

A. Not in the marine division. I think in 1942 we were producing more engines, I believe. I am not familiar with it, but I believe in 1941 more engines were produced than we are producing at the present time.

Q. Then you are not familiar with the production out

there at all, are you?

A. Oh, yes.

Q. You are?

A. Yes.

Q. Have you had a cutback lately in the marine division?

1617 A. We had several.

Q. You have had several. Up to the time you had the cutback, the first cutback in the marine engine division, didn't you steadily increase production in marine engines?

A. Oh, yes.

Q. Now, you are still producing your full quota of Rolls Royce airplane engines?

A. No.

Q. Have you had cutbacks on that?

A. Yes.

Q. When did you get the first one?

A. I think September 1st.

Q. Of 1944?

A. Yes.

Q. And up to the time you had the first cutback in the Rolls Royce engines, you had steadily increased production, hadn't you?

A. Yes.

Q. Now, as a matter of fact, you had increased production per man up to that time, per man employed, hadn't you?

A. I wouldn't say that honestly, whether we have or have not.

Q. What is the matter with that statement? Isn't it true?

A. We have no figures to base your theory on from these'

operation sheets. If the standard hours were cut universally throughout and we knew exactly how many standard hours were cut off the entire engine,

yes, but during the period, we just have estimated times which weren't standard times, and we haven't as yet even completed the entire time study on the Rolls Royce engine on all its detail parts. So, we can't say that we have produced more per man hour than when we started.

Q. You are apparently not willing to say that although the Foreman's Association has been organized nearly one hundred percent from October, 1942 to the present in the

Packard Plant-

Mr. Dahling: (Interposing) There is no testimony to that effect. It shows you have 872 out of some 1100 or so.

Q. (By-Mr. Nelson) All of the people that we want in.

We have about 98 percent, Mr. Patzkowsky...

Mr. Dahling: I don't think there is anything in the record to that effect.

Mr. Nelson: I think there is.

- Q. (By Mr. Nelson) And you are not willing to say that production has gone steadily up with that situation existing among the foremen in the Packard Plant?
 - A. No.
 - Q. No?

A. I base my answer-

Q. (Interposing) Do you want to explain that answer?

1619 A. Just a little bit. We receive periodic reports from the Government so far as loafing conditions are concerned in the plant and they tell us that we have not improved in the last two years.

Q. You haven't improved?

A. That is right.

- Q. You charge it to the organization of the foremen?
- A. No, not necessarily to the organization.
- Q. Any part of it to it?

A. No.

Q. Now, wou 1 it have been any worse if the Company had recognized the foremen and dealt collectively with them, in your opinion?

A. It could have been.

Q. It could have been worse?

A. Oh, yes.

Q. Well, I asked you for not a possibility but an opin-

ion, if you will venture one?

A. We have had difficulty in the foremen of stepping up to their responsibility to take their responsibility, due to any inexperience of some of the new ones, if they knew that they were being protected and cared for by a union, perhaps wouldn't try to advance themselves and to create better human relations, to produce more and a better product.

Now, we have quite a few people that have been put onto the roll as a supervisor that are taking

night courses and educating themselves on their own time to do a better job for us, and, of course, it is kind of hard-hearted to say, because we might be afraid of the axe, but at the same time if they were being protected and knew that no one else was producing; they might sit back—I say, "they might"—sit back and know that there is no use replacing them because the next fellow that would come along would operate the same way

that they have been operating.

1621 Q: (By Mr. Nelson): Now, have you had and do you have or rather, have you had for the past two years and four months and do you now have a competent set of foremen, generally speaking, at Packard's?

A. Generally speaking, I would say yes.

Q. I don't mean anything absolutely overwhelming but the foremen as a rule are competent and sincere and sincerely devoted to their job, at Packard's, is that a fact?

A. If you are asking for facts-

Q. I am asking for facts and nothing else.

A. When I was general manager I was told by a foreman that he could take off as much time as he pleased and he could run around with people that were working for him as much as he pleased, because the Foreman's Association would protect his job.

Q. Would you like to give us that man's name?

A. If you care to have it, but he is not with Packard's any more.

Q. I would like to have his name.

A. His name is Mayday.

Q. When did he tell you that?

- A. Approximately a month after the Foreman's strike.
- Q. Now, I want to come back to my question which is, whether in your opinion a foreman, in your experience, the foremen at the Packard plant have been

for somewhat over two years and are now a defi-

nitely competent set of men for that purpose?

A. For what purpose?

Q. For the purpose of supervising the Packard factory?

A. Yes, they have been that for years.

Q. They have had a competent supervisory force and they have one now?

A. I would say so.

Q. Will you tell me what you would suggest as the reason why those men individually or collectively would receive any benefit or credit for protecting an incompe-, tent or dishonest supervisor out there? Just what benefit would they receive from a program of that kind?

Mr. Donovan: That could come back from a Union man who could tell what objectives they had. All this man sees is the results. You better question some Union man

about that.

Mr. Nelson: I am asking him, he is on the stand, let him

Mr. Donovan: You are asking him something that goes on in the mind of a Union man for his several objectives. He is not able to answer that,

Trial Examiner Jaffee: He may answer.

The Witness: I wouldn't know.

- Q. (By Mr. Nelson): You cannot think of any benefits that they would get out of a program of that kind?
 - A. I never gave it much thought.
 - Q. Mayday was discharged?
 - A. Yes.
- Q. Did the Foreman's Association interpose any objection whatsoever to his discharge? They didn't, is that correct, is that the fact?

A. Perhaps because they did not have anyone to inter-

pose their objection to.

Q. And well, perhaps they did not like that kind of foreman. Wouldn't that be another, perhaps, Mr. Patzkowsky?

A. Well, they had to take my word for it and they did interpose for him.

Q. They did interpose for him? You are then changing your answer now!

A. No.

Q. Who interposed for Mayday?

A. Another representative.

- Q. Who do you mean now? Well, we will have to have more names, now that you have given us Mayday and said that somebody interposed for him. Who interposed for him?
 - A. Charles Hardan.
- Q. Was Hardan at that time an officer of the Foreman's Association of America?

A. I couldn't say.

Q. As a matter of fact, he has never been an officer, to your knowledge, isn't that so, Mr. Patzkowsky?

A. No, to my knowledge, no.

Q. Of course not. Was he a friend of Mayday's?

- A. I presume so but I do not know he was a particular friend or not.
 - Q. You know the officers of the Association, do you not?
- A. I would say I do not know all of them on the Executive Board.
 - Q. But you do know the prominent ones?
 - A. I believe Charlie was one of them.
 - O. An officer of the Association?
 - A. I believe he had some minor job.
 - Q. Well, then, what job would you suggest he had?
 - A. I believe he was a representative.
 - Q. What kind of representative?
 - A. Of the Foreman's Association.
 - Q. What would you suggest by way of his office?
- A. I don't know just how they do operate, he may have been a steward:

Q. Did he use the name of the Association in making a defense of Mayday?

1625 A. He said he would take it up with the other members of the Board, that was the statement he made.

Q. And that is what Hardan said?

A. Yes.

Q. And that is the only thing that happened by way of a defense of Mayday?

A, Yes, as far as I know, they may have contacted other

people:

Q. Mayday was discharged and the discharge stuck?

A. Yes.

Q. And there was no disturbance by way of a strike or anything of the kind, was there, as a result of that discharge?

A. No.

Q. Has the Company cut the standard hours on the Rolls Royce engines since they started that program?

A. As a total?

Q. Yes.

A. I don't know, but I do not think so. As I said before, they have not completed the entire time study. I know that they have cut the standard hours on certain operations and they have increased the standard hours on other operations.

Q. Well, on the whole Rolls Royce, aren't the hours cut

and cut by the Company, the standard hours?

1626 A. I couldn't say. I don't think we even-

Mr. Dahling: You mean the hours per week that

they are working?

The Witness: You see, Mr. Nelson, we have never had an entire time study on the Rolls Royce. If we are doing any time cutting it would be a cutting of a guess estimated time.

Q. (By Mr. Nelson): You have got an hour per engine allowance for the Rolls Royce, haven't you?

A. Estimated, yes.

Q. And that has been cut, hasn't it?

A. On some operations it is and on some it has been increased. As a general overall picture, I would not say whether it has been increased or decreased.

Q. You don't seem to think that the Company has much to boast about in the last couple of years out there in their program, do you?

A. I wouldn't say that.

Q. But it would be a distinct accomplishment if, for a man employed, the production went up, wouldn't it?

A. Certainly.

Q. And that is what has happened, hasn't it?

A. I don't know. I can say this, I doubt if there is anyone at Packard's that does know.

Q. You don't know whether it is a fact and you don't whether there is anybody that would know, so I could not call anybody else and ask them the same question?

A. No.

Q. What is the matter, don't they know what they are doing up there?

Mr. Donovan: I will ask that be stricken from the record. If counsel wants to subpoen any witnesses he can do so.

Trial Examiner Jaffee: Yes. "What is the matter out there?" and the answer that follows, if any, is stricken as argumentative.

Q. (By Mr. Nelson): Has there been a cut in price of engines by the Government?

A. I don't know a thing about the prices.

Q. That is something you do not know about?

A. No.

Q. I suppose that there would be somebody out there that would know what they are paying for them?

Trial Examiner Jaffee: I hope so.

The Witness: Yes.

Mr. Nelson: Who would that be?

The Witness: The Executive Vice-President.

Mr. Nelson: What is his name? The Witness: James Marks.

Mr. Nelson: That is all.

1628 Trial Examiner Jaffee: Is there anything further from this witness?

Mr. Dahling: Not tonight, Mr. Examiner, I wonder if we can adjourn. It is now five o'clock.

Trial Examiner Jaffee: Yes, we will adjourn until 9:30 tomorrow morning, gentlemen.

(Whereupon, at 5:00 o'clock P. M., Tuesday, January 2, 1945, the hearing was adjourned until tomorrow, Wednesday, January 3, 1945, at 9:30 o'clock A. M.)

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Room 657, Federal Building Detroit, Michigan, Wednesday, January 3, 1945.

Pursuant to adjournment, the above-entitled matter came on for hearing at 9:30 A. M.

Before:

Samuel H. Jaffee, Trial Examiner.

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PROCEEDINGS.

Trial Examiner Jaffee: Gentlemen, are we ready to proceed?

Mr. Dahling: Yes.

ELMER G. PATZKOWSKY

resumed the stand, was examined and testified further as follows:

Redirect Examination.

Q. (By Mr. Dahling) Mr. Patzkowsky, yesterday afternoon you were asked certain questions with respect to how a foreman's responsibilities would be affected if he were a member of the Foreman's Association of America and if that particular Union was recognized by the Company and the Company was required to collectively bargain with it. I would like to ask you further questions along that line. Take this situation: Suppose all of your supervision, that is, the foremen of the three classes and the special assignment men belonged to the Foreman's Association and the Company was forced to recognize and collectively, bargain with that Union, in your opinion

could those foremen carry out their responsibilities to Management properly!

A. I don't believe they could.

Q. Let's take a few of the major headings on this list that has been copied into the record entitled "Analysis of a Foreman's job". In your opinion, if these

foremen were members of this Union and the Company was forced to collectively bargain with them, could these foremen interpret the policies of the Company regarding the welfare, safety and adjusting of grievances and wages and promotions in a manner that you feel would be proper and atisfactory to Management?

Mr. Nelson: I don't see how that is a helpful opinion.

Trial Examiner Jaffee: He may answer.

Mr. Nelson: There are too many suppositious elements in it.

The Witness: In my opinion, if I was taking the decisions of the supervisors, I couldn't rely on them due to the fact that I would not know if he was making the decision for his own personal gain in his own Union or with the rank and file Union, which eventually, perhaps he would use for his own gain anyway.

Q. (By Mr. Dahling) In other words, you feel that if the situation I have described did exist as a fact, there would be the matter of divided loyalty between Management and

the Foreman's Association of America?

A. That is correct.

Q And consequently, you would not be able to rely upon the act and actions taken and the recommendations made by the foremen because you would not know whether

the particular act or thing done was to foster the

1633 Union or to foster the interests of Management, is that what you meant by your answer?

A. That is correct:

Q. And I believe you also indicated that you felt that if the Foreman's Association of America was given collective bargaining, there might be some question as to whether you could rely upon your foremen in dealing with the UAW Union, because they might want to be on a

friendly relation and get the assistance of that Union at a later time when the Foreman's Association might need it.

A. I believe they would.

Q. Now, in your opinion, could you rely upon the actions of the foremen in rating the worker and making recommendations with respect to this worker in the UAW—say a recommendation to the post of assistant foreman?

A. I could not rely on it due to the fact that the basic principles of seniority in all unions seem to be present. I think he would be recommending the individual with the greater seniority rather than with the greatest ability.

Q. When you come to recommendations for promotions and transfers, would your same answers apply to that? That you would be fearful that he might consider seniority alone without ability?

A. Yes, it would.

Q. How about his responsibility for material and equipment? Would you feel that if the foreman was a member of the Union you could rely, to the extent that you have heretofore, on the matter in which he handled his material and handled his equipment?

A. With regard to material and equipment, it comes down to the cost control of running the department and in past dealings with the Union, they have disregarded cost entirely. The leaders of the Union, regardless of how good—

Trial Examiner Jaffee: By the way, which union?
The Witness: Well, the one I have had experience with is the CIO Union.

Trial Examiner Jaffee: Go ahead.

The Witness: With the Union, regardless how good the relationship with Management is, the leaders of the Union still make demands to help their members and with no regard for cost.

Qo (By Mr. Dahling) In other words, they want to keep their members working and that is their first objective and how much it costs the Company is secondary?

A. I doubt whether it is even secondary. It just does not enter as far as they are concerned.

Q. You feel that it is your opinion that if the Foreman's Association had collective bargaining, that it would not only be interested in working with the UAW Union, but also would be more interested in maintaining the employment of its members than cutting down costs

for the Company?

A. I believe that would be correct.

Q. That would be your opinion?

A. That is right.

Q. In your opinion, what would be the effect of the unionization of foremen and the granting of the foremen of collective bargaining, on the foreman's responsibility to suggest improvement that might reduce costs in manpower?

A. Well, if it had anything to do with the reduction of the force—one of the basic principles of all unions seems to be the same and I believe that they would hesitate in

making those kinds of suggestions.

Q. For the reason that it might affect the number of foremen that would be employed in the first instance?

A. That is right.

Q. And also it might affect the number of hourly rated men that were employed?

A. That is correct.

Q. That would be employed?

A. Yes.

Q. In your opinion, would you be able to rely upon the foreman in case this organization had collective bargaining, to manage his department in such a way as to bring about the highest production?

A. I don't believe he could.

1636 Q. In other words, it would be a question of your not being certain that he was exerting his best efforts for the Company?

A. He would have divided loyalty. If he knew the majority of his Union had other ideas, irregardless of what his own personal ideas might be, he would have to operate according to the majority of the members of his Union.

Q. In your opinion, when a union is organized and

given collective bargaining, does the same friendly attitude exist between the members of the organization and the Company, or is there a tendency for the organization and its members to become antagonistic to the Company?

Q. Well, in the past, the people that are in the bargaining agency for the Union have assumed an antagonistic

attitude towards Management.

Q. Isn't that attitude reflected down through the ranks of the workers themselves?

A. That is right.

Q. As a matter of fact, these leaders have to be elected, do they not, in a Union?

A. Yes

Q. That is according to the testimony in this case?

A. Yes.

Q. And it is necessary for them to make constant demands to keep in the limelight, let us say?

1637 A. Yes, and secure extra votes for the coming elections.

Q. To cement the Union, hasn't it been a fact, that the leaders have attacked Management?

A. Yes.

Q. And you feel that if the Foreman's Association were permitted to collectively bargain, the same thing might result as has in the past with the other Unions?

A. Well, their primary beliefs are the same and I could

not believe anything else.

Q. That was so testified in this case, was it not?

A. I believe it was.

Trial Examiner Jaffee: What was?

Mr. Dahling: That the Union principles are the same as to the Foreman's Association of America as with the other Unions.

Q. (By Mr. Dahling) Mr. Patzkowsky, could you rely, we will say on the foremen who were members of this organization who had collective bargaining, to see that the men remained on their jobs until quitting time and did not crowd the clock alleys, in your opinion?

A. In my opinion I would not be too sure that he would because he may be wanting to set a policy that would give

an advantage to his own union.

Q. And also, might he not want to work with the members of the rank and file union the order to keep on 1638 a friendly basis with the Union?

A. Definitely so.

Q. And that would be one of the reasons why you feel you could not rely on the foremen properly carrying out that job that he had?

A. That is right.

Q. On the question of the responsibility to maintain discipline, you believe that if the Foreman's Association of America was organized and granted collective bargaining that you could put full reliance upon the foremen properly carrying disciplinary measures as to the rank and file union?

A. In my opinion I do not believe he would.

Q. In other words, you could not rely upon him in that-

A. I could not rely upon him, yes.

Q. He might, for the purpose of remaining on friendly terms with the other Union, and so he could get its assistance for the Foreman's Association or get its assistance later be lax in his application of discipline?

A. Yes.

Q. Under the present procedure, the grievance procedure, the foreman is the first step in Management that considers grievances of the workers. What is your opinion

as to whether you could continue that procedure if the Foreman's Association was given collective bargaining rights?

A. I believe that particular step of the grievance pro-

cedure would have to be changed.

Q. And it would have to be given, as far as Management is concerned, to someone whose undivided loyalty was to Management?

A. That is right.

Q. There has been some testimony and some exhibits admitted in this proceeding with respect to the testing of materials. Take this situation: Say that you were testing some tools or materials that had been supplied to the Company by a concern that was then in a fight with the Foreman's Association over, we will say, recognition and

your foremen were members of the Foreman's Association of America and had been given the right to collectively bargain. In your opinion, could you rely upon the report of a foreman in your plant who made that test?

A. In my opinion, I could not rely upon him.

Q. You would be fearful that he might, through and because of his Union affiliations, turn in an improper or biased report due to the fact that some of his brothers were in a strike fight or in a collective bargaining fight with the Company furnishing the material?

Trial Examiner Jaffee: I want to point out that even though there has been no objection to the form of 1640 your questions, many of which have been extremely leading, it makes it difficult to know how much weight should be given to the answers to such questions.

Mr. Dahling: I will try to make them less leading. Since some of them are so apparent I did not think very

much of the leading character of the questions.

Mr. Nelson: The reason I did not object was because they would not be excluded. That is the reason I did not object. I am pretty weil aware of Mr. Dahling's opinion and I do not know whether Mr. Patzkowsky shares them when he says he does. That is all right with me. I have tried for many years to persuade Mr. Dahling to a more enlightened view in these things without any success, which leads me to be perilous of my own powers of persuasion. In any event, I did not make any objection on this record.

Trial Examiner Jaffee: I gather that neither of you have been able to persuade the other.

Mr. Nelson: They have recognized the difficulty of persuading me and recognize that.

Mr. Dahling: That is one point on which we are in

complete agreement.

Q. (By Mr. Dahling) Mr. Patzkowsky, we will say that the CIO or the AF of L or some other Union should attempt to organize the foremen of the Packard Motor Car-

Company after the Foreman's Association of America have been given the right to collectively bargain and that such an organizational plan was in progress by this other Union, what effect do you think that

would have upon the Packard Motor Car Company in its production?

Mr. Karasick: I would like to raise an objection at this

Trial Examiner Jaffee: Will you read the question, please? I missed the last part of it.

(Question read.)

Trial Examiner Jaffee: Mave you finished your objection, Mr. Karasick?

Mr. Karasick: I merely stated that I wish to make an objection. I would like to state the grounds of my objection, and that is that the question itself is not only hypothetical but contrary to the evidence already in this record.

Trial Examiner Jaffee: To which evidence do you refer? Mr. Karasick: I am referring to the fact that both the constitution and by-laws of the Foreman's Association of America, if I recall correctly, and the written agreements that are in evidence and have been introduced in evidence show that the Foreman's Association of America has an organization and has pledged itself as an organization not to affiliate with another organization.

Trial Examiner Jaffee: Suppose they change their minds tomorrow?

Mr. Karasick: I suppose anything can happen.

Trial Examiner Jaffee: That is what he is asking the witness. He may answer.

Mr. Nelson: Would it help any if I would concede that all of the incidents of organized labor might follow the recognition of the foremen? That I do not know. Every eventuality that experience has taught us in the organization of labor is a possibility. I suppose I should concede that is so, but that it is probable, I do not concede. There is no evidence to support that supposition, I do not believe.

Mr. Donovan: We will accept the concession. I think the rest of it is a matter for argument.

Trial Examiner Jaffee: In other words, you want me to take the concession that two and two are four?

Mr. Nelson: That is what it amounts to.

Trial Examiner Jaffee: All right, I will take the con-

Mr. Nelson: The probability is the thing which the witness does not address himself, nor does counsel. There is a possibility of anything taking place, practically speaking, of an incident of the organized state of the foremen out there, that is possible and conceded on the record.

1643 Trial Examiner Jaffee: Well, I suppose anything is possible. It is even possible that we might get through with this case sometime.

Mr. Nelson: That is something I am not so sure of.

Trial Examiner Jaffee: At any rate, the witness can an-

swer the question.

The Witness: I believe it was brought out on previous testimony that if anyone else was trying to organize into the Foreman's Association or in that particular rank, a fight would be brought about—of course, that would create confusion and it would slow up production of the shop entirely at the same time. One of the principles of unions is that in numbers they have strength. If they weren't gaining their point, perhaps a lot of the people would rather join a union that had more members than the one they are affiliated with at the present time.

Q. (By Mr. Dahling) In other words, you feel that the mere fact that the Foreman's Association is independent at the present time does not mean that it will or can re-

main independent?

A. That is right.

Q. If, of course, it was not independent, but was affiliated with the CIO, you would have a situation of your supervisors who would have the power to recommend the

firing and disciplining of workers in the same union 4 with workers themselves. What do you think of that situation as far as Management is concerned?

A. Well, you just wouldn't have a grievance procedure where you needed it the most. Where you were directing the working force of the people.

Q. What reliance could you put upon the actions of your foremen and their recommendations in connection with

the rank and file workers who were members of the same. Union?

- A. You couldn't rely upon them at all in that case.
- Q. You would have no confidence in them?
- A. That is right.
- Q. Now, we will say that you have this Foreman's Association of America with collective bargaining and one of the general foremen is a member of the Foreman's Association and one of his foremen under him, a foreman that he supervises, does not belong to the Foreman's Association, what would be your attitude toward any reports that might be made by the general foreman with respect to this non-member foreman?
- A. Well, you would have the same condition that we just stated as if the foreman belonged to the same union as rank and file.
- Q. What reliance or confidence, in your opinion, could you place upon the recommendation of this general foreman?
- 1645 A. You couldn't have any confidence or reliance upon him in any of his decisions with regard to his fellow members.
- Q. In other words, you would also have to question whether or not this act was done, having in mind the report was made, having in mind the best interests of the Union or the best interests of the Company, is that fight?
- A. His loyalty to the Union, perhaps would be greater
- than his loyalty to Management in that case.
- Q. At any rate, there being this divided loyalty, Management could not have the same confidence in any report he might make?
 - A. No.
- Q. I suppose the same situation would exist if the general foreman was a member of the Foreman's Association and the foreman was a member of a rival Foreman's Association, would it not?
- A. Their sympathies, perhaps, would be in general the same.
- Q. In other words, the general foreman—you could not rely upon the general foreman's actions in connection with a member of a rival Foreman's Union, is that whatyou mean?

A. That is correct.

Q. Of course, you have three grades of foremen, general foremen, foremen, and assistant foremen. If the foremen are given collective bargaining through the

Foreman's Association, how would you look upon reports made by a foreman as to a general foreman pardon me, a general foreman as to a foreman or a foreman as to an assistant foreman, they all being members of the same union?

A. Well, I would not rely on the reports due to the fact that his loyalty to his fellow members in the Union would be so partial in that extent or that direction that they

wouldn't be of any value to me.

Q. I suppose it would be true, Mr. Patzkowsky, that there might be foremen who would make very proper reports without being affected or having their reports affected by their Union affiliations. That is probable, is it not?

Mr. Nelson: You mean, Mr. Dahling, an exception here

and there that had some merit in his judgment?

Mr. Dahling: I would say an exception, or where the reports would not be in any way affected by the fact of unionization.

The Witness: That probably would be true until the

Union leaders found out about it.

Mr. Nelson: We feel flattered of its existence, even if for a moment.

Q. (By Mr. Dahling) Mr. Patzkowsky, then, as I get your testimony, it is generally to the effect that 1647 Management could not have confidence in these

reports because they would not know when they might be made, having in mind the inference of the Union rather than the Company, is that true.

A. Yes, that is true.

Q. I take it from your testimony, Mr. Patzkowsky, that in your opinion a foreman must be independent. I think you so testified.

A. Yes.

Q. Can you elaborate a little on that? What, in your opinion, as far as Management, top Management is concerned, should be the position of a foreman as a supervisor?

- A. Well, he definitely should operate as an individual. He is in reality a manager of a small group. His ideas must be carried out so that he can operate as an individual.
- Q. In other words, he is in competition with his other foremen?

A. That is correct.

Q. And that is the position that he gets into as far as Management is concerned when he leaves the rank and file?

A. That is right. We must keep competition if we want

to keep the standards of our product up to normal.

Q. In other words, you want competition so that the best men will be promoted to continue running your company is that it?

1648 A. Right.

Q. And you feel that it you had a Foreman's Association with rights to collectively bargain, that that would mean seniority divisions and would result in taking away from Management the full freedom of promoting people on the basis of ability?

A. Seniority would be the big item.

Q. It is a fact, isn't it, Mr. Patzkowsky, that it is the foremen who contact workers direct in the Packard organization?

A. That is right.

Q. Your division manager and assistant division manager and superintendents do not have really a direct contact with the workers?

A. That is right.

Q. They must, of course, rely on the reports that come to them from the foremen, including the general foremen, foremen and assistant foremen?

A. That is correct.

Q. I believe you testified that if this Foreman's Association was granted the fight to collectively bargain you would feel that you could not fully rely upon these reports that came up the line from the foreman level?

A. No, we would have lack of confidence in them, due to the fact that we would not know where his loyalty was greatest, with the Union or with Management.

Mr. Dahling: You may cross examine.

Recross-Examination.

Q. (By Mr. Nelson) Mr. Patzkewsky, I suppose your studies have brought you to the conclusion that there are some things that are true and that may be accepted like the one suggested by the Examiner, two times two is four. There are certain principles that are true wherever you apply them. Isn't that a fact!

A. That is right.

Q. And it would not make any difference whether you said two times two was four in one language or another, it would still be four, wouldn't it?

A. Yes.

Q. Now, there is nothing new about competition, is there?

A. No.

Q. It is an old principle of human action, isn't it?

A. Well, there are new ideas being expressed each day.

Q. The principle itself is just the same, no matter how it is expressed?

A. That is right.

Q. It has been expressed, so far as we know, in the activities of the human race and the animal kingdom and even the vegetable kingdom and other forces of nature, isn't that so?

A. Well, I don't know if you can class competition—
1650 Q. (Interposing) Well, then, let's stick to the human
factor and the human being for the time being.
After all, that is what we are concerned with.

A. Yes.

Q. The probable reactions of a human being.

Trial Examiner Jaffee: Let's stick to that. I am not worried about the competition between one turnip and another.

Mr. Nelson: Put them too close together and you will

see what happens.

Q. (By Mr. Nelson) What is the one thing that competition has always produced? Everywhere, all the time and the more intelligent the agent the more promptly it is produced?

A. What is your question?

Q. What does that competition and has that competition always produced everywhere, all the time? The inevitable consequence of competition is what, in one word?

A. In my opinion it is-

Q. Well, let me give it to you. It is combination or agreement, isn't that it? Isn't that the inevitable product of competition?

A. Well, I don't believe so.

Q. Well, that is what it produced among the foremen in the Packard Motor Car factory, wasn't it? Two and a half years ago your system of competition produced the

1651 Foreman's Association of America and that included every member of the supervisory group in these a levels except two or three, didn't it?

A. According to your statements, yes.

Q. According to the figures given by your counsel here, Mr. Patzkowsky, that is what it produced, wasn't it?

A. Yes.

Q. Your point is that you propose to destroy the combination and repudiate the agreement, is that right?

A. I don't know that we had an agreement.

Q. You knew there was an agreement among these men, is that right? And you wanted to get the agreement done away with in some way, didn't you?

A. We would like to have them express their individuality.

Q. Well, to you think that that combination or agreement rules out the expression of individuality? Is that another one of your ideas?

A. In my opinion, yes.

Q. Well, I would like an answer to that question.

A. I say that in my opinion, to a great extent, it does.

- Q. Then you say the unrestrained savage expresses more individuality than the average civilized citizen of this country under the present state of affairs? Would you say that?
 - · A. Under the present state?

1652 Q. Yes.

A. I wouldn't say that.

Q. Our agreement is a social contract, to a limited extent, to a certain point.

A. Yes.

Q. And that enabled us to express a different type of individuality, dean't it?

A. Yes.

Q. Is one preferable to the other in your mind?

A. Yes, it is.

Q. Do you prefer the average American of the present day to the average Indian of Columbus' day, as you understand it?

A. Well, I don't know.

Q. Which would you rather be?

A. I guess some of the Indians lived in a warmer elimate.

Q. We are living in a stern climate, as things look outdoors today. But continuing, don't you think that your tank about individuality has failed to take into account all of the factors, Mr. Patzkowsky.

A. Well, I suppose we can argue for years on all the

factors in individuality.

Q. I am talking about the foremen at the Packard Plant and I am taking you as an educated man because you have had two or three or four years of college, is that right?

1653. A. That is right.

Q. You used another word which interested me, but I do not propose to exhaust the subject and I do not think that I should impose on this record. Let me ask you whether you think we are right in giving some credit to the Company and to Management for using good judgment in the selections that they have made Are we entitled to do that at the Packard-Company in this case?

A. In the selection of what?

Q. In the selection of workers or foremen?

- A. Oh, I believe we have shown good judgment in the selection and promotion of men in a lot of cases.
- Q. Isn't it true that the Packard Management has done the best the Company could in selecting a competent group of supervision and an adequate force of workingmen?

A. I believe so.

- Q. Now, having selected them, the Company has retained as best it could, the best among them, hasn't it?
 - A. Yes.
- Q. Therefore, the term seniority isn't a bald statement of lapse of time. It has a very definite connotation, at least, at the Packard Company of capacity and ability and character, isn't that so?
 - A. Up until now it has.
- Q. In other words, do you want me to believe that you think or you want the Examiner to believe that you think that the Company has kept the men five or ten or fifteen or thirty-five years knowing them to be incompetent or of questionable character?
 - A. No.
- Q. Therefore the term seniority connotates not only lapse of time in employment but it connotates also the Company's judgment that the man has character and a capacity for a task for which it selected him, isn't that so?
 - A. That is so.
- Q. So when you come to a consideration of seniority, you have involved in that the Company's judgment of the haracter and capacity of the man, necessarily, son't you?
 - A. Yes.
- Q. The only area in which you come to a conflict is when you measure that capacity of that particular man as compared to the capacity of another man, isn't that so?
 - A. That is right.
- Q. Are the guards at the Packard Plant members of the CIO?
 - A. Yes.
 - Q. How long have they been members?
- A. I couldn't give you the exact date, because I do not know.
- Q. Well, it has been a couple of years, hasn't it, at least? My recollection would indicate about four. How wrong am I?
 - A, I cannot say. I am sure I don't know.
 - Q. Do you know how many guards there are altogether?
 - A. I could not give you that figure either.

- Q. Do they have a separate Local or are they members of Local 190?
 - A. They have a separate Local.
 - Q. Affiliated with the CIO?
 - A. That is fight.
 - Q. And have been for some years?
 - A. I wouldn't say years because I don't know.
- Q. Well, let's say a substantial time. Then, it isn't just' a recent occurrence of the last few/months or weeks?

Mr. Dahling: Mr. Denison tells me, Mr. Nelson, that it

is a year and a half.

Q. (By Mr. Nelson) All right, a year and a half. What has the Company been doing with the guards' reports, Mr. Patzkowsky?

A. The guards' reports?

- Q. Certainly, they have not been throwing them away, have they? They have been acting on them, haven't they?
- A. They have been distributing them to supervision, where the reports were made from in that particular department:
- Q. The guards are there to find out things that are 1650 not for the foremen to find out and that are difficult for him to report, isn't that so?

A. Yes.

Q. In other words, it is a type of supervision that goes beyond that of the supervisor himself, isn't it?

A. Some of the reports may be from one supervisor who

is not present.

Q. There are places where supervisors cannot be; that is, if he is doing his job?

A. The plant may be down that particular day, yes.

Q. Now, the Company has been relying upon these reports and acting upon them, hasn't it?

A. To a large extent, yes.

Q. In matters that are serious to workers in the plants

A. That is right.

Q. And it has affected foremen too, hasn't it, at times!

A. I cannot recall of any case where it affected a foreman personally.

Q. What is your testimony on the experience of the

Packard Company with these guards? Have they shown a reasonable fidelity to perform their duties in these 18 months?

A. Reasonably, yes.

That is about all you get from a group of men, isn't it?

A. Yes.

Q. Approximate reasonableness, isn't that so?

1657 A. That is true.

Q. Is there any proposition to do away with the guards!

A. No.

Q. Are the foremen bound in their conduct in the plant by the Company's contract with the CIO?

A. Not necessarily.

Q. Aren't they bound to avoid breaches of that agreement, aren't they so instructed?

A. We would certainly like to have them set a good example.

Q. Of compliance with the agreement?

A. Yes.

Q. You expect them to be leaders in that respect?

A. That is right.

Q. And generally, haven't you found them faithfully carrying out those instructions to a reasonable degree in the plant!

A. Up to this time, yes.

Q. Now, the time study is a matter agreed upon between the CIO and the Company, isn't it?

A. Yes.

Q. And there again you expect the foremen generally to be leaders in compliance and performance, don't you?

A. That is part of his responsibility.

Q. Because the time study was a matter sought by 1658 the Company primarily, wasn't \it!

A. That is right.

Q. Up to now, has the performance of the Foremen been a reasonable performance?

A. As an overall picture, I would say yes.

Q. I will agree with you there. There is a degree of

dereliction and there are defects here and there, but that is a general human proposition. However, it has been a reasonable performance, hasn't it?

A. That is right.

Q. I mean by that, the cooperation of the foremen group in the time study program?

A. That is right.

Q. And the same is true as to the Work-To-Win Program, isn't that so, hasn't it been of reasonable performance by the foremen!

A. Yes.

Q. And cooperation in it?

A. Yes.

Q. Where it touches his work, is that right?

A. Yes.

Q. Now, you have said a good deal here on direct examination by Mr. Dahling about divided loyalty, haven't you?

A. That is right.

- Q. Now, I take it for granted that you are sincere in the opinions you have expressed on this record.

 A. I am.
- Q. And you entertain, apparently, a lively fear that if the foremen are recognized in an organization, their loyalty will be weakened, is that right, their loyalty to the Company?

A. Yes. ..

Q. And as you said, it would not be as reliable as though each were fighting his own fight in a dog eat dog competition with the other foremen. That is in substance your testimony, isn't it?

A. That is right.

Q. I might have stated it a little colloquially, but that is the substance of it, isn't it?

A. That is right.

Q. In other words, if every foreman in the factory is a competitor of every other foreman in the factory for a position and recognition you say, for production, then, you will have a greater loyalty on the part of each of those competing individuals, to the Company's interests

than as though they were working altogether cooperating to bring about production, that is your proposition, isn't it?

A. That is right.

Q. You believe that?

A Yes.

- 1660 Q. You believe that human experience is on your side on that?
 - A. Yesh
 - Q. You think it is?
 - A. Yes.
- Q. Let us take a little look into the elements. There isn't any circumstance in which the foreman would not be interested in what he is going to get for it, is there? You cannot conceive of a situation where the foreman is going to be heedless of what he gets paid for doing it?
 - A. As an individual?
 - Q. As an individual. Let us take him that way first.

A. Yes.

- Q. He is always going to have a standing interest against his economic interest, that is, the economic interest of the Company, for his own pay, isn't he?
 - A. I don't believe so.
 - Q. You don't think so?
 - A. No.
- Q. Well, you can bring that within certain bounds. That is to say, he can express it reasonably or mildly, but he will always be interested in getting as much for himself as he can, wouldn't he?

A. That is right:

Q. To that extent, he will always be in an adver-1661 sary's position and interest to the Company, wouldn't he?

A. Yes, but I believe he will also remember that the Company has to make money to exist and he is going to see to it that he makes money for them.

Q. Let us concede, for the purpose of this record, that every foreman out there believes that his dignity and his position and his welfare should be secondary to the profit of those interested in this Company. Let's just assume

that. I am not agreeing that it is a reasonable proposition, but I think we can agree that most of these men think so. Now, let us say he is in competition with every other foreman there and he has a right under your scheme to appropriate or aggregate to himself the income of half a dozen other foremen if he can manage it. Then, if he can get so much they will have to cut the wages of a lot of other foremen?

A. No, I wouldn't say that.

Q. Why! You wouldn't let individualism go that far!

A. No, unless he was advanced to a more responsible job, his salary would be increased, if that is what you mean?

Q. Well, suppose they have just got so much money for general foremen and there are 120 of them in the plant, suppose ten of them got together and they said, "Okay, we will get about one-third of that appropriation for ourself and express ourselves individually until we get it." There is no reason why they couldn't under your plan

do so, is there?

1662 A. Yes, I believe so.

Q. What is to stop them?

A. You mean they would eliminate a portion of it?

Q. No, they would keep them all there on the job but cut the wages. When you put a man out of there you might do him a favor. You keep him there on low wages, that is the hurt, isn't it?

A. I don't seem to understand your question.

Q. I am taking your scheme of individual expression, under that scheme there is no reason why ten of them or even one of them shouldn't get all he could under your plan, is there?

A. He can go forward just as fast as his ability would allow him to.

Q. I am talking about pay.

A. Of course, that would go hand in hand:

Q. You assume that, do you? Is that your experience, that pay goes hand in hand?

A. As your responsibilities increase, your pay increases. It has in my case.

Q. You think that that is a general proposition, that without more ado, a man—the more a man does and the abler he is, the more rapidly he advances and the pay goes with him?

A. Yes.

1663 Q. You think that is true?

A. Yes.

Q... What is there to secure that under your plan?

A. Well, the individual himself and training himself

to carry out greater responsibilities.

Q. You are, Mr. Patzkowsky, capable of carrying out greater responsibilities than you have right now, aren't you?

A. I couldn't say. It is hard to judge on that one, I

think.

Q. Well, don't you kind of secretly think like we all do? Don't you surely feel that you could occupy the next place above you, as we all do?

A. That would be wishful thinking.

Q. Some of us get a chance at it, like you have?

A. That is right.

Q. Where you got a chance, there were 100 other fellows' who did not get a chance at the Packard Plant, isn't that so?

A. Yes.

Q. And you still are not an individualist enough to say, are, you, that you clearly outclassed all of those men in all particulars, would you say that, Mr. Patzkowsky?

A. No.

Q. I mean applicable to your position?

1664 A. There are 30,000 at the plant.

Q. And a lot of the men at the plant approach you in the capacity to hold your position?

A. Yes.

Q. Otherwise, they would be in a bad way. They have to have reserves of human beings, don't they?

A. That is right.

Q. Coming back to my proposition, and this is the last thing I want to ask you,—it is the proposition that the foremen will always have that matter of pay and the

matter of his classification with respect to other foremen—at which he may be presumed to be, in interest, at least, always an adversary to the Company—isn't that so, first?

A. I presume that is true.

Q. Now, that is an area, we will say, of conflict—that may be a strong word, but just for the purpose of setting it out clearly and emphasizing it now, you can do a number of things with that—let's exhaust the possibilities because they are not many in number—you can leave that conflict for each man to carry on with the Company by himself, can't you? That is one way, isn't it?

A. That is right.

QI And that is what you favor?

A. That is right.

Q. Then you have small groups of them, regardless 1665 of their classification, earrying on that struggle with the Company, each group for itself. Can't you? For example, on the bases of nationality, religion, race or personal preference or something of that kind? An association where the large members may get in there and shoulder for each other, that could happen, couldn't it, under your plan?

A. That could happen.

Q. Yes. In other words, you can have individuals or groups on various bases—that is perfectly natural—for instance, you can have color for one thing, couldn't you?

A. That is right.

Q. You have had some of that at the Packard Plant, haven't you, already?

A. Yes.

Q. And you do not really recommend that on the experience you have had, do you, Mr. Patzkowsky?

A. You mean-

Q. Groups based on color pressing for an advantage at Packard's!

A. Well, I haven't given that much thought.

Q. It probably has not been your personal responsibility. But just as it stands, generally speaking, you would not recommend that as a scheme of operation out there, would you?

A. Small cliques?

1666 Q. Small cliques, yes. Every factory is full of them where there is no organization and you know it.

A. Well, I wouldn't agree with you on that, there are

not too many cliques at Packard anyway.

Q. Then you can have an organization that represents all the foremen alike, between the maintenance and production worker and the policy group organized into one association, couldn't you!

A. They could be organized.

Q. It has been done?

A. You still have your cliques within your union.

Q. All right, you can have that group devoted to an equalitarian principle on the basis of merit, couldn't you?

A. The majority, perhaps, would rule. It wouldn't

be in its entirety—

Q. (Interposing) Do you recognize majority rulé as a good sound democratic procedure, Mr. Patzkowsky?

A. Yes, I believe I do.

- Q. This country has done fairly well with it, hasn't it?
 A. Yes.
- Q. Has the Packard Motor Car Company—Well, the Packard Motor Car Company is an evidence of it itself, isn't it?

A. That is right.

Q. Now, Mr. Patzkowsky, you can have that association and you can have it in two ways, practically speaking. We are limited to this now, aren't we; prac-

tically speaking, you can either recognize it or you can drive it underground, with its private interest in getting pay from its employer, isn't that where you are?

A. That is right.

- Q. Is it your testimony that the power of this Board should be used to deny these men recognition and open operation and negotiation or that it deny that to them and force them to go underground to protect their economic interests?
 - A. I believe they should remain a part of Management.
- Q. Well, they are going to, but they are going to be paid for it. As to their pay and conditions, they want to talk altogether to the Employer instead of one at a time.

Now, you have got your choice. Do you want to drive them underground and force them to operate in secret and effectuate their purposes by forces that are not recognized in the factory, or do you want them recognized by law and brought out into the open?

A. In my opinion, I do not believe that any of the foremen at Packard were driven underground in the past.

Q. Well, they are midway now, neither recognized nor underground.

A. Why should Packard change its policy at this time after they have been in existence for forty years or more?

Q. Would you like me to answer it or do you want me to ask you a question? It has already changed

its policy, hasn't it, with respect to foremen? It already has an employment office, it already has a purchasing department, it already has a master mechanic, it already has a labor relations office, it already has made a contract with the maintenance and production workers, all of that and many other things that I could go on here, and mention have changed the position of the foremen, haven't they? Yes or no, Mr. Patzkowsky?

A. Yes.

Q. They have changed the position of the foremen?

A. Yes.

Q. And the foreman in defense of his dignity and personal interest, asks to be recognized along with the rest.

Mr. Dahling: That is a bit of argument, Mr. Examiner.

Mr. Nelson: Yes, it is and so is yours.

Trial Examiner Jaffee: He may answer the question. The Witness: May I have the question read, please? Trial Examiner Jaffee: Read the question.

(Question read.)

Mr. Nelson: That is true, isn't it?

Mr. Dahang: He has to be recognized—I don't know that the form of the question calls for an answer.

Mr. Nelson; He has to be recognized, that is true, isn't it?

1669 The Witness: Yes.

Q. (By Mr. Nelson) The Company having changed its policy-in many things that affected the foremen, which have served to place him at a disadvantage, as he feels

now, Mr. Patzkowsky, that opens the way fairly, doesn't it, for the Company to change its policy with respect to

its foremen, isn't that a logical conclusion?

A. Well, I think the Company would have their management very close to their heart at all times. If you can put Management into any one particular individual, as to where Management is in a group, why, they would certainly hope to remain in business and treat him fairly.

Q. Well, is there anything inherently wrong in the Company dealing with these men as a group by open negotia-

tion lawfully recognized, in your opinion?

· A. Yes.

Q. What is the trouble?

A Well, in my previous testimony I said that as soon as you have collective bargaining, the leaders of the Union have an antagonistic attitude toward Management which spreads down, throughout their members and that certainly is not a healthy condition.

Q. You think it is more unhealthy, expressed collectively than as though it was expressed individually?

A. Yes, I do.

1670 .Q. You mean unhealthy for the Company?

A. And for the individuals.

Q. Apparently you disagree with the whole Union principle?

A. No, I wouldn't say that.

Q. What part of it would you leave?

A. The Unionism of Management.

Q. Well, in other words, you would like Management organized and the workers organized by Management only?

A. The workers organized by Management?

Q. Yes, that is what you said, if I understood you.

A. No.

Mr. Dahling: I thought he said he was opposed to the unionization of Management.

Mr. Nelson: I asked him-

Q. (By Mr. Nelson) Let me ask you again, you disapprove of the whole Union principle, don't you?

A. I said no.

Q. What part of Unionism and what kind of Unionism do you approve?

A. I approve it to a certain extent if the people that are actually the producers and the workers are in it.

·Q. You mean the manual workers?

A. Yes.

Q. You do not recognize supervision as a productive force?

A. They do not work with their hands.

1671 Q. On that we agree.

A. They use people as their tools.

Q. People, machines and materials?

A. Yes.

Q. And the tie-up is the idea that they convey?

A. That is right.

Q. You do not recognize the emanation and the orderly application of those ideas as a productive force?

A. Well, the supervisor exists to make the work of others easier and more efficient and more economical.

Q. Isn't that a productive element?

A. In the end it would be.

Q. Let me be perfectly fair and state your proposition if I am correct about it. You say that the organization of the manual workers—you make no objection to that, but when you get beyond that you are opposed to Union principles?

A. That is right.

Q. In other words, you would not organize teachers and you would not have a Bar Association, in other words, Bar Associations are mistakes?

Mr. Dalling: I think the witness was referring to the Packard Company.

Mr. Nelson: I am going to take him on a little broader field.

The Witness: I don't know. I have not given any thought along those lines.

Q. (By Mr. Nelson) There is an Engineers Association and even an Automotive Engineers Association.

A. Yes.

Q. And there is a railroad managers association and has been for years in this country.

A. I don't know.

Q. You know about the lawyers and ministers and doctors and all those people having associations, don't you?

A. Yes, there are quite a few associations.

Q. Do you count our handling of books manual labor or are we in the same class as foremen in the emanation and application or origination and application of ideas?

A. The majority of those people you mentioned are not

supervisors of other people.

Q. Well, I represent the Foreman's Association of America and I have to bargain with them for my pay. Do you think that makes me disloyal to them?

Mr. Dahling: Mr. Nelson, does the Bar Association rep-

resent you in your bargaining?

Mr. Nelson: It could with a whole lot more grace,

Mr. Donovan: Individually or through your Lawyers' Guild?

Mr. Nelson: You see, the whole point is this—we can carry on indefinitely and the more lawyers get into it the worse it is, of course. Perhaps I can suggest

to you that you are in error in making the test the performance of manual labor. For instance, I will suggest in that connection—in connection with that last question, the Typographical Union and the Marine Workers and the Railway Union and the Miners who all take in their supervision right along with the rest of the men.

The Witness: I don't know that they do.

Q. (By Mr. Nelson) You don't know?

A. No.

Q. You don't know the history of the function of those unions, that they have been functioning all along with foremen right in with them?

A. No, I don't.

Q. In the same group?

A. No.

Q. Now, one other matter. You do not have any information do you, about the working of the Ford contract, do you

A. The working?

Q. With the Foreman's Association?

A. The working of the Ford contract?

Q. How does it work?

A. None other than what was brought out here in the testimony.

Q. Where there is no difficulty at all with six dif-

1674 ferent classifications of foremen?

A. I don't know; I haven't heard anything about it.

Q. Including the marine and other skilled groups that use ideas instead of their hands, you have not heard anything about their experience with that?

A. None other than what was brought out here in the

testimony.

Q. You said you had some doubt and hesitation about where the assistant foreman and the foreman over him and the general foreman over him and the special assignment men that work under the general foreman or with him, whichever way you want to put it, being all in the same organization—you expressed some doubt of that, didn't you?

A. Yes.

Q. As having a tendency to be deleterious to the loyalty to the Company and their dependability?

A. That is right.

Q. Let's assume for a moment, Mr. Patzkowsky, that you are going to have organization among these men and that competition s going to have its inevitable result in the foremen at the Packard Plant and produce a combination where two times two is four, sociologically speaking, just as it is mathematically speaking, you have got to make up your mind then—if we take that as a premise—

I am asking you to concede it—I admit that you

1674-A are opposed to it—However, take it as an idea for a moment—you are going to have organization and then you have got to have either these non-policy formulating foremen in one Association or you have to have them in separate levels, haven't you?

Mr. Dahling: As an answer to that question, admit that

they are non-policy foremen?

Mr. Nelson: Just take the question as a hypothetical question and take it as true only because I say it was and not because you admit any part of it—you are either

going to have four separate organizations or you are going to have one with all four in it, according to your idea, isn't that so?

The Witness: Well, I didn't say that we should stop at

the end of four.

Q. (By Mr. Nelson) You can go right on up and take superintendents, division managers, and put them in separate organizations.

A. Anyone that supervises, their responsibilities are similar.

Q. Now, we come to this proposition, where you thought that you could not get along with them in the same organization-that is a short way of saying what you had in mind, apparently-Haven't you got to make up your mind whether you are going to deal with jurisdictional differ-

ences of four separate organizations or deal with:

1675 these four separate levels of supervision in one organization? You have got to do one or the other, haven't you?

A. I don't know which would be more difficult.

Q. How would you like to let the foremen decide it? Can you think of anybody more competent to decide what kind of level should be in their organization than the foremen themselves or do you think Management would have some superior ideas on that?

A. Well, a foreman is part of Management.

.Q. Well, I am talking of Management above the general foreman. Wouldn't it be a pretty American way of doing it and a pretty smart way of doing it, to let the foremen themselves decide who they want in their organization?

Trial Examiner Jaffee: That is, if there is to be an or-

ganization.

Mr. Nelson: I am assuming that there must be an orfanization. You do not have to concede at all, except for the purpose of answering the question, anything-Wouldn't it be a pretty good idea to let the foremen themselves decide?

The Witness: I don't know; I haven't given it much

thought.

Q. (By Mr. Nelson) Mr. Patzkowsky, were you ever a member of any Union?

1676 Q. Which one?

A. M. E. S. A., for one month.

Q. How long ago was that?

A. Oh, I think 1933, when they barely first started organizing.

Q. You never became a member of the CIO?

A. No.

Q. Or of any Local or branch?

A. No.

- Q. And your whole union experience is included in one a month's membership in the Mechanics Educational Society of America?
 - A. As far as a member is concerned, yes.
 - Q. Which Local were you a member of?
- · A. I couldn't remember which Local it was.

Q. Can you give us the Company?

A. At Richard Brothers, I think at that time I was with Richard Brothers.

Q. In what division of that? Were you a toolmaker?

A. Diemaker.

Q. And you joined the Union, an I free to infer, only because they organized the shop you were in and you had to belong to continue working there?

A. I was told I had to join or I couldn't work there.

Q. And you got a card to go to work?

1677 A. I worked there for one week or two before I got the card.

Q. That was just as a routine matter before you got the card, I suppose?

A. I had to go after the card myself.

Q. Did you attend any meetings?

A. None.

Q. Did you take any part in the work of the Local?

A. None.

Q. And you never had any practical or actual experience as a Union man?

A. No, that is correct.

Q. And you have been labor relations representative of the Packard Company for a period of two months now?

A. Approximately.

Q. Have you given labor questions any particular study or thought outside of your employment at Packard?

A. Yes. I started that when I was in college. That was a big field and also foremen training and I started taking

that up at that time.

Q. Now, apparently you would be unwilling for the foremen to organize and affiliate with the AF of L, the CIO, the Confederated Unions of America or the Miners or the Railway Men or any other labor group, is that right?

A. That is right.

Q. Whether that group was larger or smaller than the foremen, wouldn't make any difference to you, would it?

A. None.

Q. For instance, it is estimated that there are three and a half million foremen in this country and it is conceivable that all of them or most of them might become members of the Foreman's Association of America and you would still not want the foremen at Packard's to be a chapter or affiliated with that group?

A. That is right.

Q. Suppose the Foreman's Association of America should become affiliated with the National Association of Manufacturers and adopted and carried out its policies, would you be willing to see the foremen affiliated with that group?

Mr. Donovan: You will first have to find out from this witness if he knows the policies of this Association that

you mention.

Q. (By Mr. Nelson) Mr. Patzkowsky, have you ever heard of the National Association of Manufacturers?

A. I have heard of it.

Q. Have you ever heard of the United States Chamber, of Commerce?

A. Yes.

Q. In a general way, you know the public policy and pronouncements, like the rest of us do in a public way, of those Associations, is that so?

A. I suppose so, but I never paid any attention to

their definite policies.

Q. Don't you recognize them as an outstanding source of the pronouncement of labor policy in this country?

A. Of labor policies?

Q. Indeed.

A. It has never come to my attention.

Q. Well, suppose we should become affiliated to either one of those bodies. Would you make any objection if we undertook to carry out their policies?

Mr. Donovan; Mr. Examiner, I submit that the witness cannot answer that question if he does not know what

their policies are.

Mr. Nelson: He said that in a general way he did.

Mr. Dahling: He said he did not know their policy.

Trial Examiner Jaffee: Objection is sustained.

Q. (By Mr. Nelson) Would you be willing for the foremen to be a Company Union? That is the question put in everyday language.

A. Company Union?

Q. Yes, or affiliated to a Company organization, they would then be loyal, wouldn't they?

A. I can't conceive of that idea either.

Q. My conception of it is this, and I guess perhaps 1680 it would answer your proposition that they cannot

be faithful to their economic interests and at the same time serve the Company, but if they once and for all committed themselves wholeheartedly as an organization to the interests of the Employer, then what would happen to your objection that they were lacking in loyalty?

A. I still think that they should operate as an indi-

vidual.

Q. You still want that one man at a time proposition?

A. That is right.

Q. And you think that is consistent with the welfare of any important group in mass production under the wage system?

A. Yes.

Q. Under the wage system for labor and the price system for products—you think that mass production, operated by power machines under modern circumstances—that that view is consistent with the welfare of any considerable group of employees so involved?

A. I would certainly want to plead my own case and

my own opinion.

Q. That is not quite an answer to my question. Do you still think the welfare of the group would be served by such an arrangement?

A. Would it be what?

Q. Served by such an arrangement, which you have 1681 'evidenced under modern circumstances?

A. Yes, I believe the group would be.

Mr. Nelson: That is all.

Trial Examiner Jaffee: We will take a ten minute recess at this time.

(Recess.)

Trial Examiner Jaffee: The hearing is in order. Are we ready to proceed? Are there any further questions of this witness?

Mr. Karasick: No questions.

Mr. Nelson: No questions. Mr. Dahling: No questions.

Trial Examiner Jaffee: I have one or two, I believe.

Q. (By Trial Examiner Jaffee) I am not sure, Mr. Patzkowsky, whether I got one of your answers. Did you testify that by and large, the foremen of all classes at Packard have up to now been loyal to the Company?

A. Yes.

Mr. Donovan: I think he made an exception to that on the record with reference to the many restrictions which he said did not help any. Those were his words.

Trial Examiner Jaffee: Do you adopt those qualifica-

tions?

The Witness: Yes.

Q. (By Trial Examiner Jaffee) If the rank and file 1682 go out on strike, would you say that the rank and file was loyal to the Company?

A. No, I would say they were leval to their Union.

Q. Would you say, or would you not say that if they are loyal to their Union, they are therefore disloyal to the Company?

A. If they were on strike they would be disloyal to the

Company.

Q. Would you or would you not say that any strike is disloyalty to an Employer?

A. I say it would be disloyal.

Q. As I understand the present situation, you have a union of foremen at Packard Plant, which the Packard Company has not recognized, is that right?

A. That is right.

Q. Would you or would you not say that at any stage of the game with the situation, just mentioned existing, that the Foreman's Union would need greater help from the UAW now than it would under other circumstances?

A. I'don't know.

- Q. Would it be fair to say that the Foreman's Union, since it has not been recognized, has got to pass the hurdle of recognition before it can go on as a union and bargain as to matters affecting wages, hours and working conditions?
- A. Well, as long as they are not recognized, as far 1683 as the Company is concerned, there is no union.
- Q. You mean that there is no union of the foremen at the Packard Plant?
- A. As long as they are not collectively bargaining with the Company I would say it is not in operation.

Q. You mean it exists, but does not operate, is that it?

A. That is right.

Q. That is to say, that it does not operate or that it is not actually bargaining with the Company for the purposes bargaining usually covers?

A. That is right.

Q. Of course, if the Company should recognize the Union the Union is then over that hurdle?

A. That is right.

. Q. So today there is a hurdle which exists, which would not exist if the Union were recognized?

A. The is right.

Q. Would you or would you not say that if the Foreman's Association of America is to be helped by the United Automobile Workers, it needs more help now or less help now or the same help now than if there were recognition

A. I couldn't say that, I wouldn't know. It perhaps

would depend upon both unions.

Q. I understood you to testify, and if I am wrong you may correct me, that the organization of employees of any class and the organization of foremen as well or included into a Union, create certain obligations

to that Union among the members of it? ...

A. That is right.

Q. In fact, I think you said, if I have it correctly, that all unions are alike in their basic principles?

A. I said that, yes.

Q. Is it your understanding that the Foreman's Association of America has a constitution?

A. Yes.

Q. Is it your understanding that it is supposed to be the duty of the members of the Association of the Foreman's Association of America to abide by that constitution the moment they join?

A. Yes, I believe so.

Q. Is it your understanding that right now, under present conditions, the members of the Foreman's Association owe a duty of loyalty or are supposed to owe A to the Association?

A. If they are living up to their Constitution, yes.

Q. Have you assumed that they are by and large living up to that Constitution?

A. Yes.

Q. Do you therefore assume that right now there is a situation of divided loyalty?

A. That is hard to say, I would not know. As long as we do not have collective bargaining with them, it is difficult to find out those things.

Q. Would you say that right now the foremen—and I am using the term broadly—owe a duty of loyalty to the Company?

A. Yes.

Q. Would you say that right now that the membership in the Foreman's Association of America of the foremen—that the members of that Association owe a duty of loyalty to their union or are supposed to owe it?

A. If they have joined that and if it is their belief, why,

that is their choice.

Q. What is their choice?

A. Of owing loyalty to the Union or not.

Q. Why haven't we got the conflict right now?

A. I say that they haven't collective bargaining and they are not recognized. We are operating exactly as if there was not a union.

Q. Well, are there or are there not two loyalties here?

A. I believe there are.

Q. Do they conflict? In other words, does Union membership conflict with loyalty to the Employer?

A. Yes.

Q. Does it make any difference in that respect whether it is a rank and file worker or a foreman or anybody else!

1686 A. Well, as I testified before, as foremen are using people as their tools, it would be more pronounced in their case than it would be in the actual workers or the rank and file.

Q. Does that mean, then, that the difference is a difference in degree?

A. That is true.

- Q. This Mechanics Educational Society of America, the MESA, as it is referred to generally, that is an independent Union, is it not?
 - A. I believe it is.
 - Q. And still is?

A. Yes, it is considered as such.

Q. When was it that you were a member of that organization?

A. In the very early stages of their organization in 1933, I believe.

Q. So that has remained an Independent Union for about twelve years?

A. Yes.

Mr. Nelson: Of skilled men too, Mr. Examiner.

Q. (By Trial Examiner Jaffee) Is it of skilled men, by the way?

A. It is. I couldn't say whether it takes in anything else or not.

Q. But generally, skilled men?

1687 A. Generally, skilled men, the name so implies.

Q. Have you had any experience dealing with foremen's unions as such?

A. No.

Q. Am I correct then in assuming that the answers you have given as to what would happen if the Foreman's Association of America were recognized by Packard, is based on your guess or speculation—and you may put in any other term you wish—as to the future?

A. In my opinion?

Q. As to the future.

A. Yes. :

Q. What is that opinion based on generally?

A. As I stated in my previous testimony, I believe, the history of other unions.

Q. Does that mean rank and file unions?

A. Yes.

Q. Mr. Nelson, in his cross examination, referred toif you recall—the Typographical Union, the Maritime Union and certain others.

A. Yes.

Q. Do you recall his saying that there were supervisors in those organizations?

A. Yes.

Q. Do you recall your saying you did not know that?

1688 A. That is right.

Q. If it is a fact, then—let us assume it is for the time being—if it is a fact that those organizations that Mr. Nelson mentioned that had supervision as members for a substantial number of years—if it is a fact that that has worked out satisfactorily, would that affect your opinion or any of the conclusions you have indicated?

A. Well, I hadn't thought about that. I wouldn't know at this time. I would certainly want to check into the particular type of work they were doing, whether it was manufacturing or what industry they were in.

Q. Well, Typographical Union means printing and Maritime—of course, the word itself indicates the industry.

A. I couldn't say. It seems to me that the Maritime and even the Typographical Union is quite a bit different than our industry.

Q. In other words, that means that while it might possibly have worked satisfactorily in other industries you do not think it will work in the automobile industry?

A. That is right.

Q. Is that because you think there is an inevitable tie-up or that there could be one between the Foreman's Association and the rank and file unions?

A. That is right.

Q. If the Foreman's Association of America is independent and claims to be and if it remains that way—let's assume that as a fact, that it remains independent in every espect—do you still say that there should not be a Foreman's Association at Packard?

A. Yes.

Trial Examiner Jaffee: Are there any further questions of this witness?

Mr. Dahling: None.

Mr. Nelson: May I ask one question of the witness? Trial Examiner Jaffee: Yes.

Q. (By Mr. Nelson) I would like to ask Mr. Patzkowsky if he thinks that the degree and type of loyalty required at Packard factory is any higher or more exacting than the loyalty required of the men in the operation of a ship.

Mr. Donovan: Just a minute. I don't think the witness

said that—I think he said—.

Mr. Nelson: (Interposing) I am asking him if he thinks so.

Mr. Donovan: I think the witness stated that mass production presented problems not found in others.

Trial Examiner Jaffee: Have you any thought on that subject, Mr. Patzkowsky?

The Witnes. I know very little about marine work and I couldn't say. It may be greater. They may expect greater loyalty but I do not know and I couldn't say.

1690 Q. (By Mr. Nelson) You do know that the captain of a ship under certain circumstances has control of life and death over every person on that ship, don't you, and you recognize that as a historical fact?

A. Yes.

Q. And in a way he must have that power, particularly over his workers, isn't that so!

A. Yes.

Q. Now, would you say that the type and degree of

loyalty that is required at Packard factory was any different or higher in requirement than on a ship where the men are in a foreman's position and are members of a maritime union and have been for hundreds of years?

A. Personally, I do not know if the captain of the ship

is a member of it.

Q. I will exclude him to remove that difficulty. It is the supervisory force, and not the owner.

A. Ldon't know.

Q. I will even concede that his mate is excluded as well.

A. Who?

Q. Sometimes the mates are excluded. However, some of the mates are included in the Union.

A. All in the same Union?

Q. Yes, firemen, engineers, deckhands; oilers-

Trial Examiner Jaffee: Don't masters, mates and pilots have a union of their own?

Mr. Nelson: Yes, but other unions also include the

mates, they are divided among other unions.

Mr. Donovan: Mr. Examiner, I think the question is of the same type of question, as far as our inquiry here is concerned, as asking the witness whether or not because of Military necessity and because our supreme command requires loyalty in the Army, whether or not the Army shouldn't be unionized also.

Trial Examiner Jaffee: I do not recall anybody asking the question about the supreme command in the Army.

Mr. Donovan: There are reasons for loyalty to a captain of a ship and there are the same reasons for loyalty of a Private in the Army to his superior officers. Is that a reason why they should be unionized?

Trial Examiner Jaffee: I think the witness indicated he has no particular knowledge of maritime situations.

Mr. Nelson: That is true. We all have a little imagination about the sailing of a ship but I thought I was entitled to his eneasurement of loyalty required. He has planted answers on his ideas of divided loyalty.

Trial Examiner Jaffee: Suppose you ask another ques-

tion.

Mr. Nelson: That is the only one I wanted him to answer.

1692 Trial Examiner Jaffee: Do you think you can answer that?

The Witness: I don't think I can answer that intelligently.

Mr. Nelson: Apparently he never sailed very much.

The Witness: Right one hundred percent, other than a rowboat.

Mr. Nelson: That is right. Scotland has a bigger shoreline than Poland has; as I remember it, Poland has none.

Trial Examiner Jaffee: I am pretty much in the same position as he is. Are there any further questions of this witness?

Mr. Karasick: No questions.

Mr. Dahling: I wonder if I could ask Mr. Nelson a question about the MESA, which he gratuitously put in the record?

Trial Examiner Jaffee: Yes.

Mr. Dahling: It is my understanding that the MESA is

a part of the Confederated Unions of America.

Mr. Nelson: Yes, I agree with Mr. Dahling. It is affiliated now with a group of independent unions in a confederation, but it is not affiliated in the sense that the component unions of the American Federation of Labor

are or that the component Union of the Congress of I693 Industrial Organizations are, it is a looser con-

federation.

Trial Examiner Jaffee: I understand also that the Confederated. Unions of America came into existence not so

very long ago.

Mr. Nelson: Yes, each union has proudly maintained its independence, although it is in the confederation. It is like John Calhoun's idea of a confederation. There was a time when we had a confederation of states and that time their experiences brought them closer together.

Trial Examiner Jaffee: Mr. Nelson has brought us back to the American Indian, the Civil War, the Aborigines.

The witness is excused...

(Witness excused.)

Mr. Dahling: Mr. Patzkowsky, you may step down.

Trial Examiner Jaffee: Off the record.

(Discussion off the record.) .

Trial Examiner Jaffee: On the record.

Mr. Nelson: Mr. Examiner, the Petitioner includes in this petition and claims all general foremen, foremen, assistant foremen and special assignment men in the main plant, the Hupp Plant and the Bundy Plant of the Packard Motor Car Company.

Trial Examiner Jaffee: They are all in Detroit?

Mr. Nelson: They are all in Detroit.

Trial Examiner Jaffee: That then, is your unit claim under your petition?

Mr. Nelson: That is right.

Mr. Dahling: Mr. Examiner, Mr. Karasick asked us, the Company, to produce the figures on the present employees at the Bundy Tubing Plant and the Hupp Plant. We have that information as of November 30, 1944, being the same date used in connection with other figures on employment. There were no employees at the Bundy Plant and there were 89 at the Hupp Plant on one shift. The total employment estimated or anticipated is one thousand at the Bundy Plant on two shifts and 250 at the Hupp Plant on two shifts. It was hoped to reach the maximum employment this month but due, I guess, to construction troubles and that sort of thing, they will not reach it for an indefinite length of time:

Mr. Karasick: As the situation presently stands, do you have any idea of the monthly rate of employment at which

it is anticipated or can be anticipated?

Mr. Denison: I do not think we can answer that. If we can settle labor trouble today, within a month we would probably have the conversion made.

Mr. Karasick: That is, if you can obtain the employees and have your plant ready, you will have the full employ-

ment force in a month?

Mr. Denison: Very likely, yes,

1695 Mr. Karasick: That is true of both the Bundy and Hupp Plants?

Mr. Denison: Yes.

Mr. Dahling: Mr. Reporter, will you mark Company's Exhibit 44 for identification and will you mark Company's Exhibit 45 for identification?

(Thereupon the documents above referred to were marked Company's Exhibits 44 and 45 for identification.)

Mr. Dahling: Mr. Examiner, I would like to offer in evidence Company's Exhibit 44 for identification-rather, an excerpt from the Dodge Victory News of March 24, 1944, which has already been marked Company's Exhibit 44 for identification. It is my understanding that Mr. Nelson does not deny that this article did appear in that paper and is not contesting the formal proof of the fact of the printing and appearance of it in the paper but does take the position, as he will probably tell you, that it is immaterial. I am sure he feels it is immaterial and irrelevant.

Mr. Nelson: I know the document and I do not dispute it nor do I dispute the authenticity of the document at all but I do doubt that it has any materiality or relevancy

Trial Examiner Jaffee: Will you gentlemen agree for the record as to what the Dodge Victory News is?

Mr. Dahling: It is a publication as I understand. of the UAW in the Dodge Plant.

Mr. Nelson: In the Dodge Plant in Chicago. It is a publication of the maintenance and production workers Union in the Dodge Plant in Chicago, Illinois. I will concede that they do print such a paper as an organ of that Local and that this article appeared on the date stated. I do not question those facts, but I do doubt the relevancy and materiality of the opinion of the publishers of that paper as bearing on this issue.

Trial Examiner Jaffee: Are there any further comments

on that proposed exhibit, gentlemen?

Mr. Karasick: May I see it? · Trial Examiner Jaffee: Yes.

Mr. Dahling: I don't know whether you care for any comment from me, Mr. Examiner. Of course, the purpose of this is to show a possible connection-

Trial Examiner Jaffee: (Interposing) I don't suppose

you care to argue if I am with you.

Mr. Dahling: No.

Mr. Nelson: I should then object-

Mr. Dahling: That is why I asked if you requested any comment from me.

Trial Examiner Jaffee: It is refeived in evidence.

(The document heretofore marked Company's Exhibit 44 for identification was received in evidence.)

1697 Mr. Dahling: I have also had marked as Company's Exhibit 45 for identification a paper which is a copy of the resolution on collective bargaining rights of the foremen passed by the Michigan State CIO Council on June 29, 1943. It is my understanding that Mr. Nelson admits this resolution, of which Exhibit 45 is a copy—that this resolution was adopted by the Michigan State CIO Council on or about the date mentioned. I gather that Mr. Nelson denies the relevancy or materiality of this paper.

Mr. Nelson: That is correct. It was adopted and I think that is a correct copy. I assume that Mr. Dahling has correctly copied it, but I do not see that it has any relevancy or materiality here. It is only an expression of opinion of delegates to a maintenance and production

workers convention.

Trial Examiner Jaffee: It is received in evidence.

(The document heretofore marked Company's Exhibit

45 for identification was received in evidence.)

Mr. Dahling: It is my understanding, Mr. Examiner, that Mr. Nelson concedes the fact that the plant protection employees at the General Motors Corporation were originally organized as an independent union and were later taken over by the UAW. I do not know whether that was as a unit, separate unit, or as a member of the general rank and file.

Trial Examiner Jaffee: What do you mean by taken

over?

1698 Mr. Dahling: Became affiliated with the UAW.

Mr. Nelson: They were taken over and became a part of the UAW-CIO but they have retained a separate bargaining unit. That is, they make their own contract with their Employer and they are a part of the UAW.

Mr. Dahling: It is my understanding-

Mr. Nelson: (Interposing) However, I am not admitting the materiality of all this: I am agreeing with him on the facts, as they are correctly stated.

Trial Examiner Jaffee: You gentlemen adopt each other's statements as far as the facts are concerned?

Mr. Dåhling: Yes-

Mr. Nelson: I do. I don't know whether they were taken over but I think they are part of the Local of the Maintenance and Production Workers at this plant. They have retained the right to separately bargain and make a separate contract.

Trial Examiner Jaffee: Then both you gentlemen agree

on the facts so far?

Mr. Nelson: Yes, and I guess Mr. Benjamin agrees with us on that.

Mr. Dahling: Also, that the Union Plant Protection Workers, the United Office and Professional Workers of America and the Federation of Architects, Engineers and

Technicians, being three separate unions, were formed at the Chrysler Plant here in Detroit as

independent unions and subsequent to their setting themselves up in that manner they became affiliated and a

part of the UAW-CIO.

Mr. Nelson: The captains, lieutenants and the supervisory force of these groups belong to the Foreman's Association. The remainder, I believe, belong to the Maintenance and Production Workers Union in a group. Now, just what their rights are I am not able to determine at this time with any definiteness. I should like to—rather, I should dislike to state it on a guess—if they are in a group, they are members of the United Automobile Workers with the exception of the supervisory groups which belong to the Foreman's Association.

Mr. Dahling: And they were originally independent?

Mr. Nelson: They were originally independent as an Association and then put in for affiliation. Just where the supervisory groups, the captains, lieutenants and supervisory groups stepped into the Association, I am not aware—it has been some time back. That is the present situation there, I believe.

Trial Examiner Jaffee: Mr. Dahling, do you accept

Mr. Nelson's statement? He is accepting yours as he amends it.

Mr. Dahling: Yes, Mr. Examiner, for my purpose, that

is quite satisfactory.

Trial Examiner Jaffee: All right.
Mr. Dahling: Mr. Reporter, will you mark that Company's Exhibit 46?

(Thereupon the document above referred to was marked

Company's Exhibit 46 for identification.)

Mr. Dahling: I would now like to offer in evidence as Company's Exhibit 46 a pamphlet issued by the United States Department of Labor, Division of Labor Standards, entitled, "The Foreman's Guide to Labor Relations,"

issued apparently August 1, 1944.

Mr. Nelson: I do not see any relevancy or materiality to that. The mistakes of one political subdivision surely should not be permitted to permeate another, nor should it be permitted to be perpetuated by another. I do not see any relevancy or authenticity to this. That it is a publication of that department, I do not doubt. I do not see why he could not cite it in his brief if he thinks it has any cogency.

Mr. Donovan: Portions of it are in the record now.

Mr. Nelson: In any event, an obviously careless state ment by somebody sitting in an ivory tower-

Mr. Dahling: (Interposing) I take it, Mr. Nelson, that

you disagree with it?

Mr. Nelson: I think reasoning in vaccuo got nowhere 1701 and goes nowhere.

Trial Examiner Jaffee: I have not observed any ivory

towers among government officers.

Mr. Nelson: There are numbers of them. I will not per-

mit you to defend all government employees.

Trial Examiner Jaffee: I wouldn't even try to. However, the pamphlet in question has been referred to and I think it might as well be received. Company's Exhibit 46 is received in evidence.

(The document heretofore marked Company's Exhibit 46

for identification was received in evidence.)

Mr. Donovan: Mr. Trial Examiner, I have an exhibit

that I would like to offer in evidence, which I have not had an opportunity to discuss with Mr. Nelson because it did not reach us until last night. I do not know whether he does or does not care to make any stipulation with reference to it or to the authenticity of the opinion which I wish to introduce in evidence and the transmittal letter which was received by the employer in this case. I think as I go along if he does not care to so stipulate I will make some other disposition of the offer, if necessary, and get a witness down from the employer who received the letter and the opinion.

Will you mark Company's Exhibit 47 and 47-A?

1702 (The documents above referred to were marked Company's Exhibits 47 and 47-A, for identification.)

Mr. Donovan: I have had the transmittal letter marked Company's Exhibit 47-A for identification. Now; Mr. Examiner, we have in Michigan, a statute called the Michigan Unemployment Compensation Act, which is Act No. 1, Corporate Act of 1936, extra session, amended by Act No. 347, Public Act of 1937, by Act No. 324 of Public Act of 1939, by Act No. 364, Public Act of 1941, by Act No. 186, Public Act of Second Extra Session of 1942, and by Act No. 246 of Public Act of 1943. That statute of which I have a pamphlet and the copy published by the state and distributed by the Michigan Unemployment Compensation Commission, is in the Michigan statute annotated section 17.501. Following that Act, in Section 29-C, provides as follows, Section 29 being headed: "Disqualification for Benefits".

I am quoting from Section 29-C (reading): "For any week with respect to which his total or partial unemployment is due to a stoppage of work, existing because of a labor dispute in the establishment he is or was last employed; provided, however, that no individual shall be disqualified under this section if he shall establish that he is not directly involved in such dispute, for the purpose of this section no individual shall be deemed to be directly involved in a labor dispute unless it is established—"

1703 Now, coming to the document marked Company's Exhibit 47-A, and in further explanation of the offer—during the May strike of foremen which has been testified to and referred to by several of the witnesses on the record here, there was testimony of the extent of the cooperation of the CIO with the Foreman's Association of America during those strikes. There was also testimony adverted to by several witnesses and it is still being referred to here this morning, I notice, of the status of the Foreman's Association of America as an independent union.

Trial Examiner Jaffee: You are speaking of evidence before the War Labor Board, Mr. Donovan?

Mr. Donovan; No, in this case there have been discussion and testimony whether cr not the Foreman's Association of America was an independent Union. That is a debatable issue of matters, whether or not it is so, and if so, whether or not the Company could remain so. In the Trial Examiner's formula which is usually followed in these cases is included relevant inquiry made in Representation cases. I believe there is permitted some explanation of the nature of the Union or labor organization, which is the Petitioner. I desire to make an offer of evidence of an opinion, an official opinion of the Michigan Unemployment Compensation Commission by Mr. A. W.

Brown, State Office Claims Commissioner. In this case a CIO employee who went on strike at the

time of the foreman's strike and who subsequently applied for his unemployment compensation benefits by reason of his separation from his employment due to those strikes, and the transmittal letter to the Company by the Michigan Unemployment Commission of the decision disqualifying the applicant for compensation, accompanied by a copy of the Opinion, Exhibit 47. The transmittal letter, carbon copy of which was sent to the employer, is marked for identification as Company's Exhibit 47-A. The question as to how far Mr. Nelson cares to stipulate, would have to do only with the question of the authenticity of this notice of determination and the transmittal letter, 47-A, as having come from the Michigan

Unemployments Compensation Commission, as it appears to indicate on its face; and with the authenticity of the opinion of the Michigan Unemployment Compensation Commission through the officer in question that was issued as of August 2, 1944, containing the disposition and the reasons for it of the disqualification of this employee. If Mr. Nelson cares to stipulate as to the authenticity of the transmittal letter and the opinion of the Commission on this disqualification, we wish to have it received for such argument as the Company, or on the other hand, the Petitioner here may care to make as to its relevancy, and so forth. I would state in that connection that the

Company would desire to have it before not only the 1705 Trial Examiner, but before the Board, because it bears directly upon another view from an official source of the extent of the cooperation of the CIO with the Foreman's Association of America when the latter was engaged upon a strike objective. It contains, for instance, a statement such as this: "From and after May 1 production of the Briggs—" I am reading from the Opinion, Company's Exhibit 47—

Mr. Nelson: (Interposing) I think I ought to object now to the reading from the Opinion and I object to the Exhibit.

Mr. Donovan: I thought I would give you a fair chance to make a fuller objection after finding the use we chose to make of the Exhibit.

Mr. Nelson: I know the use to which you want to put it. It is an argumentative use, and I have no objection to your using it for all it is worth in argument, but I object to it as a part of this record.

Mr. Donovan: Mr. Examiner, we ask definitely that Exhibits 47 and 47-A be received. My only inquiry from Mr. Nelson would be whether he questions or does not question the fact that this Opinion from the offices of the Michigan Unemployment Compensation Commission and the transmittal letter attached to it, Exhibit 47-A, was re-

ceived by the Employer from the Commission. That
would obviate the necessity of getting a witness
down here to so state. If Mr. Nelson does not want
to go so far—

Mr. Nelson: I have no doubt that you got such a letter, but it is absolutely irrelevant and immaterial.

Trial Examiner Jaffee: May I see it, please?

Mr. Donovan: Yes, sir.

Mr. Nelson: I do not mean to compel him to produce a

witness or anything of the kind.

Mr. Dongvan: I might say, Mr. Examiner, in this connection, I believe the Circuit Court of Appeals does not take judicial notice of State Statutes and for that reason I would like to introduce in evidence the Michigan Unemployment Compensation Act or in the discretion of the Trial Examiner, such portions of it that appear to be relevant to the exhibits that are offered, which may well be the section I read, Section 29-C of the Michigan Unemployment Compensation Act. Now those exhibits would be offered not necessarily with the claim that they are proof of the facts recited in the opinion, but as evidence of how the situation was viewed by an official commission of the State of Michigan charged with the duty of making a determination respecting the relations of the CIO and the Foreman's strike in May in Detroit. For these statutory purposes, it was made, as they all are and the Company would desire to make such arguments-

Trial Examiner Jaffee: Mr. Donovan, I started to try to read this six times. I simply cannot listen

to you and read it at the same time.

Mr. Donovan: Mr. Examiner, I merely wanted to call your attention to the fact that we want to introduce the Act, if you want it.

Trial Examiner Jaffee: Do you want to see this, Mr.

Karasick?

Mr. Karasick: Yes, sir.

Trial Examiner Jaffee: Mr. Donovan, does the Company intend to offer any further evidence in connection with the subject referred to in Company's Exhibits 47 and 47-A for identification?

Mr. Donovan: I did not understand the question, Mr. Examiner.

Trial Examiner Jaffee: Read the question.

(Question read.)

Mr. Donovan: Mr. Nelson, I believe, stated he does not quarrel with the authenticity of the documents as having come from the Commission, but does quarrel with the relevancy and materiality. If that is so, we would like to have the documents received in evidence for such use, by inference or argument, as the Company may be able to avail itself on its part and the Petitioner on its part.

Trial Examiner Jaffee: You still have not answered my

question.

1708 Mr. Donovan: Do you mean other qualifying evidence?

Trial Examiner Jaffee: I am not questioning the authenticity of the document either and I do not desire to be technical on that ground; particularly in view of the concessions. I merely asked whether or not you intended to offer any further evidence with reference to the subject matter of the material indicated in your particular exhibits.

Mr. Donovan: In this hearing have I other witnesses! Trial Examiner Jaffee: Yes.

Mr. Donovan: No. We want the decements to be before the Board for whatever they are worth.

Trial Examiner Jaffee: Do I understand, Mr. Nelson, that you object to these documents?

Mr. Nelson: I do. It is a matter which we are not interested in.

Trial Examiner Jaffee: Well, on the present state of the record, I will have to sustain the objection.

Mr. Donovan: We think, Mr. Trial Examiner, that the opinion of the officials of the Michigan Unemployment Compensation Commission making the determination reflected in Company's Exhibit 47, regardless of whether the Trial Examiner accepts them as proof of fact which he recites, are certainly evidence and opinion of official

body of the State of Michigan as to the relationship between the CIO—the close collaboration, if you

like, between the CIO and the Foreman's Association of America during the strikes stated by the Foreman's Association of America at numerous plants, including the Petitioner in May of 1944 and that they would

have certainly as respectable weight as the opinions that have been received on the subject from various witnesses from the witness stand. I think they are entitled to be received and to be before the Board.

Trial Examiner Jaffee: How about an opportunity for cross examination?

Mr. Nelson: And an opportunity to be heard on argument. No foremen were called in. That is an exparte thing completely as to the foremen. Even the decision was exparte and even the facts cannot be accepted. If you cannot accept the facts, how are you going to accept the opinion? No foreman had an opportunity to be heard in this matter whatsoever, nor was any representative of the foremen present. That is a pure ivory tower and that is the kind of exparte proceeding that gets the foremen into trouble.

Mr. Donovan: The foremen got themselves into trouble and this is some evidence of it.

Trial Examiner Jaffee: Gentlemen, I have already ruled and I still think the ruling is correct. Mr. Donovan, I may suggest that you can have them marked as rejected exhibits and if the Board thinks that I am wrong

1710 about it, they perhaps may accept them, although

they may have to reopen the case to give the Foreman's Association of America a chance to be heard on them, to put in evidence or to rebut it, or something of that sort.

Mr. Donovan: That is, it is theoretically possible that it would still stand as an opinion of an official—an official opinion of the Michigan Unemployment Compensation Commission, even though he disagreed with it?

Trial Examiner Jaffee: We would certainly be in a vacuum then, it would be a bare opinion and nothing else.

Mr. Donovan: That is a matter of argument, Mr. Examiner. If the Examiner rejects the exhibits, I request they be received as he suggests, as rejected exhibits and leave the propriety of the ruling to take its course in further hearings.

Trial Examiner Jaffee: They may be marked rejected

exhibits. You may want the Michigan Act received on the same basis.

Mr. Donovan: I think it ought to go in with these two exhibits. Will you mark this as Company's Exhibit 47-B? (Thereupon the document above referred to was marked Company's Exhibit 47-B for identification.)

Trial Examiner Jaffee: I would like to comment, taking Company's Exhibit 47-B, which is the Act and which will

be marked a rejected exhibit, does not mean that I am rejecting the Act.

Mr. Donovan: You are not repudiating it here?
Trial Examiner Jaffee: I have nothing against it whatsoever.

Mr. Nelson: It isn't even repeated.

Trial Examiner Jaffee: Company's Exhibits 47, 47-A and 47-B will be rejected.

(The documents heretofore marked Company's Exhibits 47, 47-A and 47-B for identification were rejected.)

Mr. Dahling: Mr. Examiner, the Company rests.

Trial Examiner Jaffee: Thank you, Mr. Dahling. May I ask Mr. Donovan, since the Act seems rather long and the print small, could you point to the particular portions thereof—

Mr. Donovan: (Interposing) I believe section 29 and subdivision C thereof are principally involved, that is, what disqualifies an employee and the determination the Commission has to make whether or not he and his organization was involved in the labor dispute which resulted in his separation of employment and which they found in this case had been so.

Trial Examiner Jaffee: Very well. I understand the Company rests. Does the Union desire to offer any rebuttal testimony?

Mr. Nelson: We have four brief witnesses on strictly limited rebuttal matters. It will take longer than fifteen minutes and I think we should come back this afternoon for it if we may.

Trial Examiner Jaffee: Off the record.

(Discussion off the record.)

Testimony of James Wilkins

Trial Examiner Jaffee: On the record. We will recess until two-thirty P. M.

(Thereupon a recess was taken until two-thirty o'clock P. M.)

1713

After Recess.

(Whereupon the hearing was resumed, pursuant to the recess, at 2:45 o'clock p. m.)

Mr. Nelson: James Wilkins.

JAMES WILKINS

resumed the stand, was examined and testified further as follows:

Direct Examination.

- Q. (By Mr. Nelson) Mr. Wilkins, you were telling me at the recess about an incident of reduction in working force and an increase per man in production?
 - A. Yes, sir.
 - Q. How long ago did it occur?
 - A. In the last 90 days.
 - Q. In what department?
 - A. YF Department.
- Q. What is made there or what is done in that department?
 - A. Well, it is an assembling a complete marine motor.
- Q. And who originated the idea that an increase per man production could be effected?
 - A. Well, that is-
 - Q. (Interposing) You or somebody else?
- A. Management asked for time study to be taken in this, certain part of the department, and as it went on for a couple of days, why, I seen the way it was going,
- 1714 and I went to the management and told them I thought it was my duty as a general foreman to go in there and set up the job, and he called the head time study man in return and told him that he thought it was, too, and they both agreed on it, and I went in and set up

. Testimony of Thomas Seitz

the job, and after the job was timed there was 11 men taken out of 21.

Q. 11 out of 21 were dispensed with?

A. That is right

Q. Did you decrease or increase the production?

A. The production was just the same.

Q. It remained the same?

A. Just the same.

Q. With 10 men as it had been with 21?

A. That is right.

Q. That is within the last 90 flays?

A. Ninety days.

Q. You had been a member of the Foreman's Association of America how long when you did that work?

A. Well, practically ever since they was organized.

Q. Well, that would be two years?

A. That is right.

Q. And you are a member now?

A. Yes; sir.

Mr. Nelson: That is all.

Mr. Dahling: No questions.

1715 Mr. Karasick: No questions.

(Witness excused.)

THOMAS SEITZ,

a witness called by and on behalf of the Petitioner, being first duly sworn, was examined and testified as follows:

Direct Examination.

Q. (By Mr. Nelson) Your residence, Mr. Seitz?

A. 12076 Lambsdown.

Q. How long have you lived in Detroit?

A. For the past 19 years.

Q. Your present employment?

A. Packard Motor.

Q. In what capacity?

A. As a general foreman.

Q. In which department or division?

A. In the SDF Department, or reverse gear.

Q. What is the work done there?

A. Well, it is the machine and assembly of the reverse gear for the marine engine.

Q. In the lunch hour were you telling me about an inci-

dent of reduction or increase in production per man?,

A. Well, since we started the job-

Q. (Interposing) Well, just yes or no, were you telling me that during the lunch hour?

A. Yes.

Q. How lately did it owcur?

A. Well, it occurred over the period since May 1st, 1942.

Was that in your department?

A. Yes, sir.

Q. Were you the general foreman in that department?

A. I was one of them.

Q. You were one of the general foremen in that department?

A, Yes, sir.

Q. Were there other foremen involved in this particular reduction?

A. Yes, sir.

Q. How many?

A. Well, I had four under me and I believe the day man had six under him.

Q. That would be 10 or 12 foremen altogether involved?

A. That is right.

Q. Tell me before you give us the incident, were they practically all of them members of the Foreman's Association of America?

A. They were all members.

Q. They were all members?

A. Yes, sir.

Q. And at all times involved in this narrative you are about to give us?

A. That is right.

Q. Now, tell us what the incident was.

A. Well, when we started this job we had approximately 100 hours per unit to build a reverse gear, and during the course of the job we found ways of improved tooling, rearranging the machines and other things that

enabled us to take out approximately 35 hours of the total of 100, making at the present time around approximately 65 hours to build a motor or reverse gear.

Q. The gear that formerly took a total of 100 hours?

A. That is right.

Q. And that is what, skilled work?

A. Well, it is—I don't know where the line of demarkation between skilled and unskilled labor is. It is machine work and assembly work.

Q. Now, you said "we", who did you include in the word "we"?

A. I included myself, the general foreman on the opposite shift, plus the foremen under us that all had different ideas, and we tried to put them all into effect if possible.

Q. So, you reduced the cost by the difference between 100 and 65?

A. That is right.

Q. How long did it take you to do that?.

A. Well, those changes were taking place practically at all times.

Q. You mean you were gradually working them out?

1718 A. That is right.

Q. It was a long process, was it, to work it out?

A. That is right; in fact, one machine in certain cases would suggest another change.

Q. And you kept making them until you attained this result?

A. That is right.

Q. You say that the foremen involved were all members of the Association at all times?

A. That is right.

Q. New, Mr. Seitz, bearing in mind just what that is an illustration of, are there other circumstances of that kind that you have heard or known about in the factory where the formen took an interest—

A. (Interposing) Yes, sir.

Q. (Continuing) —in reduction of the total amount of manpower required to get the kind of production desired?

A. Yes. sir.

Q. What would you say as to whether that is a general attitude of foremen in the Packard Plant?

A In my division,

Q. (Interposing) In that period, from two and a half years last past?

A. In my division the foremen were continually dis-

cussing ways and means of gaining that end.

Q. Do you regard that as one of the marks of your 1719 loyalty to the interests of the Company?

A. I certainly do.

Q. Have you seen any slackening in that or falling off in the matter since the Association was organized?

A. No, sir.

Q. Are you an officer in the Association?

A. Yes, sir.

Q. And what office do you hold?

A. I am on the Executive Board.

- Q. How long have you been a member of the Executive Board?
 - A. I am on my second term now.
 - Q. That would be an annual term?

A. That is right.

Q. You not only know the foremen in the shop, then, but you meet them in connection with their interest in the Association and Chapter Five?

A. That is right.

Q. And you had that in mind in giving your testimony here?

A. That is right.

Q. By the way, you once had a very distinguished man working for you, didn't you?

A. Yes, sir.

Q. And you might give us his name?

A. Well, Mr. Patzkowsky used to work for me.

Q. Mr. Patzkowsky used to work for you. Well, I 1720. won't ask you anything about him.

Mr. Nelson: We offer the witness for cross examination.

Mr. Dahling: No questions.

Mr. Karasick: No questions.

Trial Examiner Jaffee: Mr. Seitz, would you say, is it

a fair thing to say, that at least in some instances the smaller the number of people you have to supervise the smaller the number of supervisors?

The Witness: In some instances that would be true; in

others not.

Trial Examiner Jaffee: That is to say, it depends on the nature of the work?

The Witness: That is right.

Trial Examiner Jaffee: Any suggestion you might make which would cut down the rank and file to do a particular operation might also cut down the number of supervisors, and might that not result in at least, in that particular instance, in a removal from your division a member of your Association?

The Witness: Well, I, have never thought about that

situation. It never has arisen.

Trial Examiner Juffee: Well, as I give you the facts, would you concede that that is a possibility?

The Witness: It would be a possibility.

Trial Examiner Jaffee: Well, suppose you were 1721 faced with that possibility; what would you do?

The Witness: I would still have to go through with the change.

Trial Examiner Jaffee: Why?

The Witness: Well, I figure it is my duty to do that, not only my duty to the Company but to myself to make my department look as good as it possibly can.

Trial Examiner, Jaffee: Would your duty to your Union

be involved in that at all?

The Witness: My Union, as I see it, wouldn't enter into it.

Trial Examiner Jaffee: Why not?

The Witness: Well, it is something apart from the job. Trial Examiner Jaffee: Isn't your Union interested in the job!

The Witness: Well, to a certain extent.

Trial Examiner Jaffee: What do you mean by that?

The Witness: Well, as to the general working conditions, wages and hours; other than that it has no connection as far as I am concerned.

Trial Examiner Jaffee: Suppose that a particular fore-

man or assistant foreman under you in your opinion was incompetent or laying down on the job, what would you normally expect to do about it?

The Witness: I would first contact the man to see if

1722 Level condition. If I couldn't correct the condition, I would request his removal.

Trial Examiner Jaffee: Well, suppose he was a member of your Association, then what?

The Witness: Well, that wouldn't have any bearing on it.

Trial Examiner Jaffee: Why not?

The Witness: I don't think the purpose of the Association is to uphold an incompetent foreman.

Trial Examiner Jaffee: If you let him go you might

lose a member, might you not?

The Witness: Well, I would rather not have the member unless he was a good member and if he wasn't doing the job that was assigned to him, I certainly wouldn't have him and he certainly wouldn't be a good member.

Trial Examiner Jaffee: Anything further?

Mr. Nelson: Nothing further.

Mr. Dahling: Yes.

Cross-Examination.

Q. (By Mr. Dahling) Mr. Seitz, if this assistant foreman that you asked to have removed appealed to the FAA, and the FAA disagreed with you and said that he should not be, that he should go back on the job, management refused and the FAA called a strike because management followed out your recommendation, would you go out on strike with them?

1723 A. If the majority went on strike I would have to go with them.

Mr. Dahling: That is all.

Redirect Examination.

- Q. (By Mr. Nelson) You believe in the majority rule in the Association, do you?
 - A. That is right.
 - Q. As you do in our every-day civic life?

A. That is right.

Mr. Nelson: I believe that is all.

Trial Examiner Jaffee: All right. Next witness.

(Witness excused.)

PROSPER TRAEN

resumed the stand, was examined and testified further as follows:

Direct Examination.

Q. (By Mr. Nelson) Something was said yesterday about a foreman by the name Mayday, Mr. Traen. Did you know Mr. Mayday!

A. Yes, sir.

Q. Was he a member of the Association?

A. Yes, sir.

Q. Was he an officer of the Association?

A. Yes, sir.

Q. At the time of his discharge?

1724 A. Yes, sir.

Q. What office did he hold?

A. He was a member of the Executive Board.

Q Do you know, without saying any more than you should about another man that isn't here to defend himself, what his trouble was with his employer, do you know what caused his trouble?

A. Yes, sir.

Q. Well, let me_ask you bluntly if it was too much drink?

A. That is right. .

Q. Was that a fact known to other officers and members of the Association?

A. It was,

Q. Do you know whether, in fact, other members and officers of the Association took it up with Mr. Mayday?

A. They did.

Q. In an effort to help him over his trouble!

A. Yes, sir, they did.

Q. Did they also caution him that if continued he would get into trouble with his employer?

A. That is right.

Q. What did they say as to whether they would support him if he continued with his drinking?

A. They told him if he would continue at the rate he was going that he would get no support from the

1725 Foreman's Association.

Q. When he got into trouble over excessive drinking with his employer, the Packard Motor Car Company, did the Association lend him any aid?

A. They did not.

- Q. Did he even come to the Board of which he was a member and ask them for it?
- A. He did not. He was cautioned beforehand it wouldn't be necessary to come to the Board, it wouldn't do no good to come to the Board.
- Q. He was told that, and, as a matter of fact, he didn't come?

A: Yes.

Q. Now, is it a Mr. Harden that was spoken of here yesterday as having come with Mr. Mayday when he went to excuse himself or relieve himself of the trouble; something of that kind was said here yesterday?

A. I believe it was Mr. Patzkowsky who testified.

Q. Said that Mr. Harden came in?

A. Said that Mr. Harden came in.

Q. Now, whether or not Mr. Harden was at that time an officer of the Association?

A. He was not. He has never been an officer or representative.

Q. Or a representative?

1726 A. No, sir.

Q. If he went with Mr. Mayday on that occasion, he went only as an individual?

A. That is right.

Q. That was his right to do so?

A. Yes, sir.

Q. Was the Association in any wise consulted or involved in the discharge of Mr. Mayday 1

A. It was not.

Q. Now, Mr. Traen, as President of the Chapter, does that incident supply or give an example of the attitude

of the Association and its officers towards a legitimate and well grounded discipline of foremen?

A. It does.

Q. That would apply whether the offense of the foreman happened to be the weakness of too much drinking or some other defect?

A. That is right.

Trial Examiner Jaffee: Of course, I might point out, Mr. Nelson, as I did to Mr. Dahling once I think, you are leading a wee bit.

Mr. Nelson: That is probably true, but I thought I might on that question if I let him tell the other himself.

Trial Examiner Jaffee: All right.

Q. (By Mr. Nelson) First let's have that letter, 1727 I don't know the exhibit number, but that letter of application to the UAW for a charter for foremen, it is Company's Exhibit 28-A, is that right, Mr. Traen?

Mr. Dahling: 28-A, I believe, Mr. Examiner.

Trial Examiner Jaffee: That is correct.

Mr. Nelson: That is correct.

Trial Examiner Jaffee: All right.

Q. (By Mr. Nelson) I will show it to you to refresh your recollection, Mr. Traen, Company's Exhibit 28-A. Did you ever see a copy of that letter?

A. Yes, sir.

- Q. And where were you when you first saw a copy of it? A. A copy of this letter was brought to me in my office.
- Q. In working hours at the Packard Motor Car Company?

A. Yes, sir.

- Q. And by whom was it brought to your office?
- A. It was brought to me by Mr. Dubrovich.

Q. D-u-b-r-o-v-i-c-h?

A. That is right.

Q. Who is himself a foreman?

A. He is the supervisor of the clerical, in charge of the clerical end of the D Division.

Q. Was any statement made to you as to where he had received the letter or a copy?

A. Yes, he said he had found it on a foreman's desk.

1728 Q. Unsigned as you have it there?

A. Yes, there was no signature on it when he gave it to me.

Q. Yousthen read it, did you?

A. Yest sir.

Q. To acquaint yourself with what was in it?

A. Yes, str.

Q. Did you make any writing on the letter?

A. Yes, I asked Mr. Dubrovich if possible to get me the name of the steward who was in that particular department where he had found this letter, and he did, and when he called me by telephone conversation, he gave me the name, and I wrote the name up in this corner here (indicating).

Q. And the name was what?

A. Timberman.

Q. Did you also put the department designation?

A. I did, ESB.

Q. To show where Mr. Timberman was a UAW steward?

A. That is right.

Q. Representing the maintenance and production workers?

A. That is right.

Q. So, you wrote that in pencil on the letter, did you?

A. I wrote it on the upper, right hand corner.

Q. Now, having that letter on hand what did you do with it?

A. I asked Mr. Dubrovich if possible to find more of them if he could. Then I took this letter, the first letter that I got, and I brought it down to a Mr. Sours.

Trial Examiner Jaffen: S-ou-r-s. .

Q. (By Mr. Nelson) The witness who appeared here?

A. I don't think he was.

Q. He has been in the room, though?

A. Yes, he was in the room.

Q. Some days ago!

A. Yes.

Q. And has been referred to in the testimony here?

A. Yes.

Q. You took it in to him?

A. Yes, sir.

- Q. Did you take it up with any other officer of your Association?
 - A. Well, yes.

Q. Let's take that step first, was that the next step?

- A. Yes, the next step was taken with the officers of the Association.
 - Q. And any of them by name now if you can recall?
 - A. I might add that there was one more copy found.
- Q. And was that found very promptly after the first copy?
 - A. Yes, sir.
 - Q. And it likewise was unsigned?
 - A. Yes, sir.
 - Q. Neither of these were signed?

1730 A. They were not.

- Q. Let me ask you while I am on that subject, whether you ever saw any of those exhibits, Company's Exhibit 28-A, signed by anybody?
 - A. I did not,
- Q. I mean not the actual act of putting down the name, but any paper even after it was signed?
 - A. I did not.
 - Q. You never saw it either way?
 - A. No.
 - Q. And Mr. Dubrovich got you two copies altogether!
 - A. Yes, sir.
- Q. The one you had written on, as you indicated, you took up with officers of the Association?
 - A. The one that I wrote on I gave to Mr. Sours.
 - Q. At once?
 - A. At once.
- Q. Then you got the other one from Mr. Dubrovich, did you?
 - A. Yes, he gave me the other one.
 - Q. What did you do with that one?
- A. I took it to the officers of our Chapter and then we decided that we had better forward it to Mr. Keys.
 - Q. The National President?
 - A. The National President, yes.

- Q. What did Mr. Sours do with the one you gave him?
- 5 1731 A. He gave us a promise he would bring it right up to management.
 - Q. Oh, he undertook to take it at once to the management?
 - A. Well, we asked him to.
 - Q. You mean, you and the officers of the Association?

A. Yes.

- Q. And he did so as far as you know!
- A. As far as I know he did so, yes, sir.
- Q. Now, you then on the one hand notified management, on the other hand you notified the president of your National Association of the presence of this particular letter in the Packard Plant?

A. Yes, sir.

Q. And what juncture of affairs or what was at hand at the time that letter was found by you; was there any event under way or expected?

A. At that time, yes, the membership was quite a bit perturbed about the recognition issue.

- Q. The membership of what?
- A. Of our Chapter.
- Q. The forement

A. Yes.

Q. Were, you say, perturbed?

A. Yes, they were perturbed. In other words, they were talking quite a bit that they couldn't understand

1732 why we couldn't get recognition, and, in other words, they were perturbed, the feeling runs through the officers when the membership is perturbed, it comes to the heads when the membership is perturbed, it comes to the heads immediately.

Q. It is reflected back to you?

A. Very much so, yes.

Q. And you ky the word "perturbed" you mean the men were talking about it and were insistent about it?

A. Yes.

Q. Now, had you ever heard tell of this letter before!

A. No.

Q. Had you or anybody connected with the Association

to your knowledge had anything to do with the composition or presence of that letter in the Packard Plant?

A. No, sir, we had nothing to do with it.

- Q. Had there ever been any action by the Chapter or the Association authorizing that step or even conniving in it?
 - A. No, sir.
- Q. In other words, had you or the Association, to your knowledge, or anybody in its behalf anything to do with the presence or circulation of that letter in the Packard Plant?

A. No, we did not.

1733 Q. One other event with respect to Company's Exhibit 28-A, after you gave Mr. Sours the one on which you wrote the word "Timberman" and the department designation—what was it, BSD?

A. ESB.

Q. ESB, and you mailed the other copy to the National President of the Association; did you ever see a letter like that again until the day of this trial?

A: That was the only two I ever seen.

Q. Well, but did you see that once more some place else!

A. I seen it here.

Q. Well, any other place, I will say, in the office of any officer of the Company?

A. Yes, I did.

- Q. Now, you tell us that circumstance; where was that?
- A. I seen one copy/like this in Mr. Christopher's office.
- Q. He is the president of the Packard Motor Car Company?

A. Yes.

- Q. How long after it was brought to you did you see it there if it was afterwards?
- A. It was afterwards, but I don't remember the exact date, Mr. Nelson.
- Q. Well, I wouldn't ask you for the exact date. Give us in length of time?
 - A I imagine it was around in April or May, I think it was.
- 1734 Q. What would that be, a month or something?

 A. About a month, maybe not a month, 15 days or so.

- Q. 15 days or so?
- A. Yes, sir.
- Q. That is best recollection on it?
- A. That is my best recollection.
- Q. I suppose that would yield to some written evidence of something of that kind; that is only an estimate on your part?
 - A. That is right.
- Q. Who was with you when you went into Mr. Christopher's office, if anybody?
 - A. Mr. Turnbull was with me.
 - Q. Anybody else, do you recall?
 - A. Mr. Wilkins.
 - Q. And anybody else?
 - A. I think Mr. Tom Pulaski was with us, too.
- Q. What was your mission or the subject of discussion or whatever you want to call it?
 - A. It was the recognition issue.
 - Q. Recognition of the Association?
- A. Yes.
 - Q. You went in to see the President about it?
- A. Yes.
 - Q. You had a discussion with him, did you?
- 1735 A. Yes, sir.
- Q. And in that discussion was a copy of Exhibit 28-A produced?
 - A. Yes, Mr. Christopher had one.
 - Q. Oh, he had it?
 - A. He had it on his desk.
 - Q. Had you given it to him?
 - A. I don't know where he got it.
 - Q. But he had a copy of that on his desk!
 - A. Yes.
- Q. And what, if anything, was done with it or said about it?
- A. I believe at that time that when he showed us this copy, he pointed out, of course, that this is what is going to happen to the Foreman's Association.
 - Q. That is what he said?
 - A. Yes.
 - Q. What is indicated in that letter?

A. What is indicated in the letter, yes.

: Q. That is what he said was going to happen to the Foreman's Association?

A. Yes.

Q. He made that statement to you there, did he?

A. Yes, sir.

Q. Did you make any reply to that?

1736 A. I did.

Q. And what reply, if any, did you make?

- A. My reply was that by recognizing us and with our combined efforts certainly the CIO would never sign up the foremen and have them as a recognized body for the CIO.
 - Q. That is your reply to Mr. Christopher?

A. Yes, sir.

Q. Now, from that time until it was produced in this hearing had you ever seen that exhibit, Company's Exhibit 28-A?

A. I never seen it since.

Q. Mr. Traen, Mr. Karasick suggests that I have you fix with sufficient definiteness the exact date, if possible, when you first saw Exhibit 28-A. Can you fix it with more definiteness than you have? You might note the date of it, if it is of any aid to you.

A. I think we could possibly fix it within, say, about the 28th of April, something like that.

Mr. Donovan: Around what?

The Witness: 25th of April is the date on the Exhibit.

Mr. Donovan But he asked you when you fix it.

The Witness: I would say within about three days of the 25th.

Q. (By Mr. Nelson) Within that period?

A. Yes.

- Q. That is as nearly as you can fix that date for us?

 1737 A. Yes.
- Q. Let me ask you the date you went in to see Mr. Christopher as related to the strike, was it before or after the strike?

A. I think it was the day after the strike.

Q. The day after the strike was begun or ended or what?

A. Right after it begun.

Q. What was that?

A. I think it was the day following the strike.

Q. The day following the calling-off of the strike?

A. The calling of the strike.

Q. Oh, the calling of the strike?

A. Yes.

Q. The strike was effective then when you were in his office?

A. Yes, the following day.

Q: Now, was it the day following the start of the strike?

A. Yes.

Mr. Nelson: Is it agreed that the strike started May 3, 1944?

Mr. Dahling: As far as we know that is the right date.

Q. (By Mr. Nelson) Then that would fix this date as May 4, 1944, is that right?

A. That is right.

Q. If you are correct in your estimate of 15 days 1738 from the time you first saw it until you saw it in Mr. Christopher's office, then you would have about the 20th of April as the time you first discovered it?

A. Thereabouts, yes, sir,

Mr. Donovan: When you said "strike", Mr. Nelson, did you mean the strike of the Foreman's Association of America?

Mr. Nelson: I believe at Packard's, is that right, Mr. Traen?

The Witness: Yes, sir.

Mr. Donovan: It was the strike of the Foreman's Association of America?

Mr. Nelson: That is right, it was the strike of the foremen at the Packard Plant.

The Witness: That is right.

Mr. Nelson: Can we refer to this whole bundle of papers as Exhibit 29 now? This is marked 29-B.

Trial Examiner Jaffee: Company's Exhibit 29.

Mr. Dahling: That is part of it.

Mr. Nelson: On here it appears to be 29-B, but we agree that it is 29.

Trial Examiner Jaffee: That is right.

Q. (By Mr. Nelson) Now, a good deal has been said about this rather bulky piece of evidence. You are more or less familiar with it in form, I suppose, Mr. Traen?

A. Yes.

1739 Q. What do you call that?

A. It is labeled routing and operations sheet.

Q. Some testimony has been introduced here to the effect that the details on that are a matter of consultation with foremen. What is your experience in that connection?

A. My experience has been that the détails were always made out and were brought down to me for approval.

Q. You mean they were already on the paper?

A. Yes, sir.

Q. What did you do? .

A. I looked the operations over and, of course, we checked to see whether we had certain machines available that were mentioned on the sheets, the tools available that are mentioned on the sheets, and if I found them there, found that we were able to run the operations according to that sheet, timed it and returned it.

Q. Now, were you consulted before the details were put on the sheet?

A. I was not.

Q. By anybody?

A. No, sir.

Q. Now, do you know the general practice in Packard in that regard as to whether the foreman is consulted about that before the details are put on the sheet?

A. He is not.

1740 Q. Suppose you don't find you have the tools or the machines, what is the course the foreman follows?

A. Then, of course, you have to contact the proper authorities who follow that particular tool and have them follow those tools up for you before you agree to sign that sheet. When you agree to sign a sheet that means you are ready to go ahead with your production.

Q. It means you have the tools and the machinery on

hand?

A. That is right.

Q. And if you don't have them, what can you do about it?...

A. You can only contact the men who are responsible for bringing the tools in to you and see that they bring them to you.

Q. If they do, of course, then you are in a position to

sign the sheet to indicate that you have them?

A. That is right.

Q. If you can't locate either the machinery, the tool or the material, what course could a foreman follow?

A. Then it would be my suggestion they don't sign the

sheets until they are ready to go.

Q. Until they certify that those things are on hand?

A. That is right.

Q. Now, as to the feasibility of the operation other than having these things, is the foreman consulted about whether that is a good way to do it or acpoor way

1741 of doing it or anything of the kind?

A. Not to my knowledge.

Q. How long have you been there?

A. 18 years.

Q. Did you ever hear, until you heard of it in this proceeding, that foremen was consulted about it as a matter of determining whether it was the right course or not?

A The only time the foremen are consulted in my experience has been that when the process man was more or less stuck, then he would come down and look over the department and possibly talk it over with the foreman.

Q. In other words, when he couldn't forecast on this paper or prophesy, so to speak, what could be done, then he would come down here and talk it over with the fore-

manf

A. That has been my experience.

Q. But is it true that the foreman's responsibility then in the normal course of events is to indicate that he has the tools, the machinery, the material, or can get it when he signs it?

A. That is right.

Q. Have you ever been in the three where these are made out?

A. No, sir.

Q. Do you know of any of their foremen who is known to you to have been in that office where these are made out?

1742 A. Well, I don't know where they are made out.
Q. You don't even know where they are made out!
A. No.

Q. Exhibits 31, 32, 33 and 34 have been the subject of testimony here, Mr. Traen.

Trial Examiner Jaffee: Company's Exhibits?

Mr. Nelson: Company's Exhibits.

Q. (By Mr. Nelson) I hand them to you, Mr. Traen. Have you examined them now?

A. Yes, sir.

Q. Have you had any experience with similar matters?

A. I haven't had much experience with tool changes in that particular phase of operation in the place where I am at this time, and it is applied mostly to the aircraft parts.

Q. That is these forms of exhibits and this type of action is in some mechanical division?

A. That is right.

Q. As you say, aircraft parts?

A. That is right.

Q. And your work is not in that division?

A. My type of work is, as I said before, polishing work, and we don't have any changes to effect us in that particular department.

Q. So, this particular application isn't one that you are particularly familiar with?

1743 A. Not too familiar with.

Q. You would only know it by what other men had said to you about it?

A.: That is right.

Q. I guess we will have to refer to Company's Exhibits 35, 36, 37, 38, 39, 40 and 41 without the benefit of having them here before you, but you were here yesterday after noon, weren't you, Mr. Traen?

A. Yes, sir.

Q. When they were offered in evidence, and you heard the testimony in connection with them, did you?

A. Yes, I heard the testimony.

Q. Did you see the exhibits themselves, I mean you were here at the table?

A. I was at the table.

Q. When they were examined, and did you take a look at them?

A. I don't just recall.

- Q. Those requests for tests, gloves was one and oil was another and flux was another?
 - A. Yes, I remember those.
 - Q. You remember those?

A. Yes, sir.

- Q. Have you had any experience with those?
- 1744 Q. That is not in your department, either?
 A. No.
- Q. That is, you heard what he said about it, but you haven't any individual experience with it?

A. That is right.

Q. Mr. Traen, did you hear Mr. Patzkowsky read as far as he read on the duties and responsibilities of a foreman; did you hear what he read?

A. I believe that was Mr. Macaulay, was it not?

Q. Oh, Mr. Macaulay. I am sorry. Did I say Mr. Patz-&kowsky?

A. Yes, you did.

Q. I agree with you, it was Mr. Macaulay. You heard as far as he read, did you?

A. Yes, I did.

Q. You understood there was still a page or two more of it?

A. Yes, sir.

Q. Did you recognize yourself anywhere in that?

A. I am afraid not,

Q. Or any of the other foremen that you have known there in the past 18 years?

A. No.

Trial Examiner Jaffee: I think I should say to clear the record, Mr. Nelson, while Mr. Macauley did in fact read

some three or three and a half pages of what he termed an analysis of a foreman's job, or analysis of a foreman, and as a result of an off-the-record discussion we struck that physically, and the reporter then copied into the record the actual document itself.

Mr. Nelson: I am not indicating anything to the con-

trary.

Q. (By Mr. Nelson) But obviously the only thing you would know was the portion that was read?

A. That is right.

Q. Because the copies haven't been made available? Trial Examiner Jaffee: Merely to tie up the fact with your question. The fact is, we all agree, I assume Mr. Macaulay did read some three pages or three and a fraction pages of that five-page document.

Q. (By Mr.\ Nelson) And you heard that portion, Mr.

Traen?

A. I did.

Q. You haven't had an opportunity to examine the rest of it?

A. No, I haven't.

Q. You have been a foreman some nine years, as I recall it?

. A. Twelve years.

Q. Twelve years?

A. Yes, sir.

Q. And you have been there for 18 years?
A. Yes, sir.

1746 Trial Examiner Jaffee: You say you didn't recognize yourself at all?

The Witness: Not in that reading I didn't.

Q. (By Mr. Nelson) Or any other foreman?

A. No.

Q. In the Packard Company in the 18 years, is that right?

A. That is right.

Mr. Nelson: You may cross-examine.

Trial Examiner Jaffee: You claim that there "ain't no such animal"; is that the idea?

The Witness: Not such as he painted. Trial Examiner Jaffee: All right.

Cross-Examination.

- Q. (By Mr. Dahling) Mr. Traen, do you say that you do not interpret the directions and orders and policies of management to the workers as they come down to you!
 - A. That I do not?
 - Q. Yes, you don't do anything like that at all?
 - A. Did I say I did not interpret the directions?
 - Q. I am asking you, do you?
 - A. I say I do.
 - Q. You do?
 - A. I say I don't say that.
 - Q. You don't ?-
 - A. I do interpret directions.
- 1747 Q. And you develop and maintain morale, do you not!
 - A. Yes, sir,
 - Q. Or try to?
 - A. Yes, sir.
- Q. And you carry into effect the policies of the Company regarding safety?
 - A. I carry out any orders given to me, Mr. Dahling.
 - Q. And in the matter of adjusting grievances?
 - A. As far as we can go, yes.
- Q. And you, I believe, in your direct testimony said that you also recommended promotions or you could recommend promotions?
 - A. We can suggest them.
 - Q. And you attempt to maintain discipline, do you not?
 - A. Yes, sir.
- Q. You place the right man on the job to the best of your knowledge?
 - A. Yes, sir.
 - Q. And you adjust complaints where possible?
 - A. Where possible.
- Q. You see that the workers are placed in the correct classification?
 - A. We have to do that.

- Q. Do you take any personal interest in the worker at all?
 - A. I do.
- 1748 Q. And you know your men by name, do you not?
 A. Yes, sir.
- Q. Don't you plan to keep a steady flow of work in the department?
 - A. Yes, sir.
- Q. And you try to adjust problems arising between the workers themselves so that they will have no trouble in your department?
 - A. Yes, sir.
- Q. You train workers on the job, instruct them as to how to do the job?
 - A. Yes, the assistant foreman.
- Q. That is done under your supervision, however, as general foreman?
 - A. Yes.
- 1749 Q. And you can recommend, can you not, that the workers be promoted or transferred to assistant foremen's jobs?
 - A. We can suggest it to the-

Trial Examiner Jaffee: To the what?

The Witness: To the division manager or assistant division manager.

- Q. You, as a matter of fact, do plan your work according to the schedule or the routing sheets that come in to you?
 - A. Yes, we have those routing sheets to work by.
 - Q. And you get out your production on schedule?
 - A. As near as possible.
 - Q. That is one of your responsibilities?
 - A. Itais.
- Q. You see that your operations and processes are performed according to the routing sheet?
 - A. As near as we can.
- Q. And you see that the proper number of people are placed on the job?
 - A. Yes.
 - Q. And that material is available?
 - A. That's up to the stock department.

Q. If it isn't available, you get it into the department or contact someone about it, don't you?

A. I contact the foreman in the stock department.

1750 Q. And you see that the material as it is completed is moved out of your department?

A. The same teps as we had when the stock material

came into the department.

Q. You also see that when parts are made, they are made up to standard specifications?

A. We have an inspection for that.

Q. You pay no attention to that at all?

A. Not unless they are rejected by our inspection.

Q. If you thought a man was making too much scrap you would do nothing about it?

A. If they are rejected by inspection I said, Mr. Dahl-

ing, I step in.

Q. You step in and find out who caused the trouble and, try to correct it, do you not?

A. That's right.

Q. So you would say that you are interested in seeing that the work in your department is done according to specification!

A. Yes.

Q. And you also are responsible for seeing that the quality is maintained?

A. Yes.

Q. And you check with inspection or inspection checks with you to see that quality is maintained, isn't 1751 that right?

A. I check with inspection.

Q. You do check with inspection.

Aren't you responsible for the selection and placement of the workers in your department to do the job?

A. The selection in my department is very limited, Mr. Dahling.

O. But you do place them on the joh do you not?

A. It is all polishing, so I only have the one classification.

Q. So you wouldn't know much about that?

An No.

Q. You do, however, look to the proper training of your employes to see they know their job?

A. My employes generally know their job when they come in.

Q. If they don't, what do you do?

A. Well, if they don't know the job, why, there is only one thing to do, Mr. Dahling, and that's to refer them back to the employment department.

Q. Did you ever work in a department where you in-

structed the workers as to how to do their job?

A. Yes.

Q. And that is the responsibility of foremen in departments of that character, isn't it?

1752 A. Yes.

Q. And you are also responsible for maintaining proper working conditions?

A. Well, there is a representative of the UAW-CIO that

takes pretty good care of that.

Q. You have nothing to do with it? Is he in complete charge of that?

A. No, he is not in charge of it but-

You are in charge of your department, aren't you?

A. He takes pretty good care of that end of it.

Q. Aren't you responsible for working conditions in your department?

A. Why, if he complains to me, I eliminate them.

Q. If he doesn't complain you would let your department go to seed and it wouldn't make any difference to you?

. A. It is generally in pretty good condition.

Q. You keep it that way, don't you?

A. Yes.

Q. Now, I don't want to take up too much time on this matter, but I have just read to you the first sheet of the analysis of a foreman's job which was copied into evidence in this case and concerning which you said you didn't recognize yourself.

Will you look at that first sheet and tell me if I haven't properly and correctly asked you with re-

1753 spect to the responsibilities set forth thereon.

Mr. Nelson: You mean have you read it correctly? I will agree you did.

Mr. Dahling: Yes.

A. Yes.

Q. You did testify, however, that you didn't recognize yourself as being the person who had these responsibilities, is that right?

A. I did.

Q. You still want to maintain that that is your answer

to the question?

A. I never had it pointed out to me where—you might say combed out with a fine-tooth comb like that, I'll tell you that.

Q. But you do say that you have testified that your responsibilities cover all these matters on the first page,

isn't that correct?

Mr. Nelson: I don't agree with that. That is not a fair statement of his testimony. He made a number of exceptions.

Mr. Dahling: We will let the record disclose that.

Q. Would you say that it is part of your responsibilities to see that tools and fixtures are properly maintained?

: A. Yes.

1754 Q. And to see that the machines in the department are properly maintained?

A. There is a machine maintenance department, Mr.

Dahling, that takes care of the maintenance end of it.

Q. If you saw a machine that was out of order, what would you do

A. I would just put in a call.

Q. You would put in a call, wouldn't you?

A. Yes.

Q. In that sense you would see that your machines were maintained in running order?

A. They would see that they were maintained.

Q. You would originate the request?

A I would put in the call. That is about as far as I go.

Q. You would watch the machine to see how it is operating, wouldn't you, or your assistant foreman would?

A. The maintenance department, when they are through,

they are operating.

Q. But if you found a machine that wasn't operating properly, who would report that to you?

A. I would put in another call.

Q. So you do watch your machines and if they are not operating you use another service to get them in shape again?

1755 A. That's right.

Q. But you say that doesn't give you the responsibility of seeing that the machines are maintained?

A. Yes, the maintenance department takes care of that

end of it.

Q. So your answer is that you don't have to see about maintaining the machines at all?

A. All I have to do is report that they are broke down

or held up for a fault.

Q. Is it any part of your duty to see that your department is kept clean?

A. Yes.

Q. And also a part of your duty to eliminate scrap?

A. I believe I testified to that.

Q. I think you did. And also to see that the tools are properly used by your workers?

A. Yes.

Q. And avoid unnecessary help in your department?

A. Yes.

Q. And see that the right amount and type of machines are used?

A. No.

Q. That isn't up to you at all?

A. No.

Q: If you felt you had the wrong type of machine in your department your would go ahead and use it without doing anything further about it, making no report at all?

A. You see, I only have one type of machine in my

department, Mr. Dahling.

Q. Have you ever been in any department that had other types?

A. No, I have never been in the machining department.

Q. So you wouldn't be able to answer that question?

A. No.

Q. I believe you said you have made out time exception reports and do make them out?

A. Yes.

Q. Employment record cards?

A. Yes.

Q. Trouble reports?

A. The only trouble report that I make out is to the foreman on the other shift, that is, for running into trouble, I might leave a report to him.

Q. Did you ever make out any shortage reports?

A. No.

. Q. Do you know what they are?

A. I imagine you are referring to material shortage?

Q. You make out the labor requisition cards and forms?

A. Yes.

Q. And do you have anything to do with making out progress reports?

A. No, I don't make out any progress reports.

Q. Are they made out in some departments?

A. No, I don't make any out.

Q: Do you know that they are made out in other departments?

A. Not that I know of, Mr. Dahling.

Q. And you make out the employe rating card or report?

A. A don't quite get it. Employe rating card?

Q. If an employe is cleared from the rolls do you have to send through a card and does that contain his rating or your idea of his ability, and so on? Do you make out that card?

A. His record card?

Q. His record card.

A. Yes.

Q. Do you ever do anything about analyzing the requirements of a job to be assigned to a worker?

A. No.

Q. You just take a worker and put him on the job without paying any attention to deciding whether he can do the work or whether it is the type of job he can do?

. A. We put him to work and try him out; yes,

4 .Q. Try him out and if he isn't satisfactory, why, you will ask for another man?

1758 A. That's right.

Q. And do you or the people under you more or less introduce the worker to the job?

A. Well, if you mean putting him on the job is intro-

ducing him to it, that's about what it calls for.

Q. You tell him to go over there by the machine, I suppose?

A. We say, "Here is your machine; there is your parts."

Q. If he asks you any questions about the work, you will answer them, I suppose?

A. Certainly.

•Q. You say that you don't have to do much instructing in your department?

A. I don't, no.

Q. Do your assistant foremen?

A. Not very much, Mr. Dahling.

Q. There are other departments you would say where there was more instruction?

A. There may be, yes.

Q. You wouldn't know about that. But you do follow instructions in connection with higher management down through to you?

A. Yes, I do.

- Q. Without going into this further, Mr. Traen, in addition to these duties you have testified that you have,
- 1759 these responsibilities and duties, you still have the same duties and responsibilities that you testified to under my cross-examination, isn't that correct?

A. Yes.

Q. Were you ever a polisher yourself, Mr. Traen?

A. No, sir.

Q. But you are in charge of the department that does that type of work?

A. That is right.

Q. Would you say that perhaps one of the reasons you don't instruct the workers is because you haven't the qualifications to do so?

A. I would not.

Q. Coming back to this routing sheet, 29, did I understand you correctly? Did you say that when these sheets came to you they were filled out?

A. Yes.

Q. And someone handed them to you?

A. Yes, or the process man generally hands it to me.

Q. Then what would you do?

A. We check over the tools that are listed and the machines, if there was any machines necessary, and such items that may have to be listed on the process sheets.

Q. And would you go into the various things that had

to be done as shown by the process sheets?

1760 A. Yes. We would check and see whether those items were there for us.

Q. Would you check to see whether they could be done in the manner set forth?

A. Yes.

Q. And if you thought it wasn't a proper way to do the particular job, what would you do?

A. I would consult with the process man.

Mr. Donovan: Mr. Nelson, do you mind my saking the

witness a question?

Mr. Nelson: Oh, no. I have only one more witness. I was hopeful of finishing today so these men could get back to work. I am afraid production will fall off out there.

Mr. Donovan: I will be brief.

- Q. (By Mr. Donovan:) Mr. Traen, you are an officer of the Foreman's Association of America or of a chapter of that organization?
 - A. Yes, sir.

Q. Which is it?

A. President of Chapter 5.

Q. That is the Packard Chapter?

A. It is.

Q. How long have you been president?

A. This is the second term.

1761 Q. Pardon?

A. This is the second term.

Q. So that you were president of the Packard Chapter during the April and May strikes of the foremen of 1944?

A. I was.

Q. Do you recall those strikes?

A. Yes, sir.

- Q. Your chapter had a strike?
- A. Yes, sir.
- Q. And the Briggs Chapter had a strike?
- A. Right.
- Q. And the Hudson Chapter had a strike?
- A. Right.
- Q. And the Aeronautical Chapter had a strike?
- A. Right.
- Q. The Gar Wood Company had a strike?
- A. Right.
- 'Q! And the Bohn Aluminum Company had a strike, or do you know about that?
- A. I don't think so. I don't think Bohn Aluminum was involved in that.
 - Q. All right.

Mr. Nelson: That is when they discharged 25 or 30 out there for joining the Association?

Mr. Donovan: I will ask that that be stricken.

1762 Ir. Nelson: That was at a different time.

Mr. Donovan: I will ask that remark be stricken as having no relevancy here at all, improper. May that be stricken at this point, Mr. Examiner?

Trial Examiner Jaffee: Yes.

- Q. (By Mr. Donovan) Mr. Traen, as President of the Chapter, did you preside at meetings of the Packard Chapter in April and May of 1944—this year?
 - A. Yes.
 - Q. And do you still so preside?
 - A. Yes.
 - Q. How often customarily does your chapter meet?
 - A. In what form of meeting, Mr. Donovan?
- Q. You tell me. What meetings do you have customerily?
 - A. We have a general meeting about once a month.
- Q. Didn't you meet oftener than once a month from the first of April of this year, during April and May?
 - A. Yes.
 - Q. You met quite a bit oftener than that, didn't you?
 - A. Yes.
 - Q. Where is your chapter headquarters?

A. On Harper near Frontenac.

Q. And what is it, a store, part of a store?

A. It is a hall above a store.

Q. A hall above a store. How many people can you 1763 get in that hall, just approximately?

A. I don't know.

Q. Have you seen the hall?

A. I guess I have. I have been in it.

Q. Yes. That is what I thought you said. Can't you give us any idea how many that hall holds?

A. No, I can't.

Q. How many members approximately did you have in April and May of 1944, during the time of those strikes, just approximately?

A. Oh, I imagine around 800.

Q. Pardon?

A. Around 800.

Q. Around 800?

A. Somewhere there, maybe better than that.

Q. Was that hall open during the daytime or in the evening during April and May of this year or portions of the day and evening as well as the times when you have your regular meetings?

Mr. Nelson? You mean in '44.

Q. (By Mr. Donovan) Your meeting place. Your hall that you were just speaking of?

A. Yes, it was open.

Q. You had people there permanently during the day

on duty!

Q. You have a secretary, do you not?

A. Yes.

Q. And you have a vice-president?

A. Yes.

Q. Treasurer?

A. No.

Q. You don't have any treasurer?

A No:

Q. You have committees of various sorts, do you not?

A. No.

Q. No committees. Well, will you state whether or not

during April and May of this year, during the time that the Packard foremen were on strike, striking foremen, customarily gathered in that hall!

A. For general meetings, Mr. Donovan, we met at the Slovak Hall ..., that is, the big meetings were held at

the Slovak Hall.

Q. Oh, you had two halls?

A. Yes.

Q. This was the smaller one you were telling me about?

A. Slovak Hall?

Q. No, the one you first mentioned.

A. Oh, yes, yes.

Q. That is the one that you regularly have as your 1765 headquarters?

A. Yes.

Q. Where you keep your books and do hold some meetings?

A. Yes.

Q. Where foremen do gather for things other than a big meeting?

A. That's right.

Q. And you have another hall, Slovak Hall, which is much larger, which you also were using at that time?

A. That's right.

Qf And you still use that hall?

A. Yes, we used it for our last meeting.

Q. Right. Now, do you have any acquaintance with the other chapters of the foremen's organization in the city such as the chapters at Briggs, Hudson, Chrysler, Murray, Aeronautical, and so forth? Do you know any of those men?

A. Do I know any of the men?

Q. Yes.

A. Oh, fes.

Q. Do you see something now and then of the officers of those various chapters.

A. Once in a while, yes.

Q. And did you during April and May of this year?

A. About usual:

Q. And did you during the strikes of April and May of this year?

A. Yes, I met them.

Q: Ordinarily, what contacts does a president of a chapter and the chapter, too, if you like, have with the National Office of the Foreman's Association of America located in the Barlum Tower in Letroit, Michigan? Do you have any contact with the National Office?

A. Yes.

Q. And did you in April and May of this year?

A. Yes.

Q. What do you mean by contacts? Were you in pretty? close touch with the head officers of the Association in the Barlum Tower during the strike?

A. Yes, on occasions I have been downtown here and went in the office.

Q. And on occasion they have had people from their office out at your chapter office, have they not?

A. Yes.

Q. During the strikes, were any of the officers of any of the other chapters attending your meetings or did you attend any of theirs?

A. No.

Q. Have you ever met officers of other chapters down in the headquarters in the National Office in the Barlum Tower?

A.: Yes.

1767 Q. And would that have happened during the strike period also?

A. Yes.

- Q. Now, you spoke a little while ago in your testimony of the action of the Foreman's Association of America in respect to a certain Packard foreman who had been drinking a little too much and you tried to straighten him out, I believe?
 - A. Yes.

Q. Was that successful? Did you do so?

A. No, it wasn't successful.

Q. And what happened to that particular man?

A. I believe, if this Mr. Mayday is the one you have in mind, he was discharged.

Q. He was discharged!

A. Yes.

Q. Was any disciplinary action taken with respect to

him by the Foreman's Association of America that you know of other than your participating in procuring his discharge.—I understood you to testify that you did recommend that he be discharged if he didn't straighten up.

A. We made no such recommendation, Mr. Donovan.

Q. You didn't?

A. No.

Q. I thought you said if he didn't straighten up you told him that you wouldn't support him any more?

A. That's exactly what I said.

Q. What did you mean by that, that you would insist on his being there if they thought he should be discharged? A. No.

Q. What did you mean?

Mr. Nelson: Mayday wasn't under his jurisdiction, Mr. Donovan.

Mr. Donovan: He is the fellow that told us about it. I want his views on what he said.

Q. (By Mr. Donovan) What did you mean by supporting?

A. I mean that if he was discharged by Management that he needn't appeal to us—

Q. (Interposing) Oh, what you meant-

Mr. Nelson: (Interposing) Let him tell you if you don't know.

Q. Go ahead, if you want to add anything to that.

Mr. Nelson: He said he needn't appeal to him when you cut him off.

Mr. Donovan: Let him take all the time he wants.

Q. (By Mr. Donovan) Do you want to add anything to what you have said?

Trial Examiner Jaffee: Go ahead.

A. He said—We said if he was discharged he needn't appeal to us for any support or any attempt that we might make in helping retain his job with the Packard Motor Car Company.

Q. I see. So that what you told him was that if he was

discharged you wouldn't support him?

A. That's right.

Q. Is that right?

A. That's right.

- Q. Did you know of any of the happenings during the foremen's strike at the Briggs Plants or the Aeronautical Products Plants?
 - A. No.
 - Q. You didn't know much about that?
 - A. No.
- Q. You didn't know that superintendents were being beaten up and taken down to foremen's halls and forced to sign application eards for membership in your association?
 - A. No.

Mr. Nelson: Nor anybody else.

Q. (By Mr. Donovan) You never heard of that, is that right?

A. No, that's right.

Q. And if anything of that sort went on, or any intimidation or molestation of employees who wanted to go into factories to work by the striking foremen, you wouldn't know about it?

A. No.

- 1770 Q. Will you state whether or not to your knowledge there was ever any disciplinary action taken by the Foreman's Association of America against any member since April 1, 1944, to the present time by way of expulsion or fine or disciplinary action for anything that he did in connection with the strike of the foremen in April and May of this year?
 - A. There was not in our chapter.
 - Q. Pardon?

A. There was none in our chapter.

Q. Do you know of it being taken by any other chapter?

A. Not to my knowledge:

Q. Or by the National Association?

A. Not to my knowledge.

Q. Did your chapter ever receive any recommendation for disciplinary action of any sort against a member of your chapter?

A. No. . .

Q. Did you ever hear of any such recommendation coming from the National Office as to any other chapter in the Foreman's Association of America between April 1st and today?

A. Well, I wouldn't know what happened to the other chapters, Mr. Donovan; I can only speak for mine.

Q. You never heard of any such, did you?

1771 A. No, I never heard of any.

Q. That is all. One more question.

Mr. Traen, are you willing or are you unwilling—you may state which the case is—to admit that there may be a great many things going on during a strike, including a strike of your own organization, which you don't know about?

A. You mean outside of my chapter?

Q. Yes, events taking place during the strike?

A. Outside of our own chapter?

Q. Yes, if you want to narrow it that way.

A. There may be outside of my own chapter, yes.

Q. You feel you know pretty well what happened, though, in respect to your own chapter?

A. Yes.

Q. Did you make reports during the April and May strikes periodically to the head office in the Barlum Tower of the Foreman's Association of America?

. A. We had no reports to make, Mr. Donovan.

Q. Didn't you have a lot of telephone calls between your office and the head office, Mr. Keys' office, during the strikes!

A. We had a few, not many.

Mr. Donovan: That is all.

Redirect Examination.

1772 Q. (By Mr. Karasick) This place or the places that you used for a meeting hall, Mr. Traen, were they on the property of the Foreman's Association, or were they rented, or what?

A. They were rented, Mr. Karasick.

Q. Have you at any time used the meeting halls of any other labor organization for the purposes of a Foreman's Association meeting?

A. No these are the only two halls we have used or our own chapter that I mentioned here.

Q. Those are private halls?

A. Yes.

Q. And the rent was paid by your chapter, is that it?

A. Yes, sir.

Mr. Karasick: That is all.

Q. (By Mr. Nelson) Mr. Traen, I am reminded to ask you if on some occasions the Chapter of the Packard Company has used the public schools for meetings?

A. Yes, they have.

Q- Did you pay for that or was that something that the Board extended to you?

A. We paid for it.

Q. You paid for it?

A. Yes.

Mr. Nelson: I believe there is nothing further.

1773 Mr. Donoyan: No further questions.

Trial Examiner Jaffee: All right. Witness excused.

(Witness excused.)

Mr. Nelson: Mr. Turnbull.

Trial Examiner Jaffee: Robert F. Turnbull, recalled.

ROBERT F. TURNBULL

resumed the stand, was examined and testified further as follows:

Direct Examination.

- Q. (By Mr. Nelson) Mr. Turnbull, did you know of the Mayday situation and discharge?
 - A. Yes.

Q. You were acquainted with that in what capacity?

A. The first word I got was from Mr. Patzkowsky himself.

Trial Examiner Jaffee: Off the record a minute.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

- Q. (By Me Nelson) And you heard the narrative of the incident given by Mr. Traen?
 - A. Yes.
 - Q. Here this afternoon?
 - A. Yes.

Q. Was that substantially correct? .

A. Yes, that is substantially correct.

Q. Would you add anything, any particular to it that he overlooked or that you know hat he didn't know!

A. No, except that I happened to have contacted Mr. Patzkowsky over some part of the job and he mentioned this man Mayday, and I brought it to Mr. Traen's attention and between us we discussed the situation and called Mayday in front of the Executive Board and told him that he would have to behave on his job or we couldn't do anything for him, and we couldn't come down that sort of carry-on in the work and asked him to improve or it would be his own fault if he lost his job, and that's the last I saw or heard of the man.

Q. No complaint was made?

A. No complaint. He didn't even come near our Executive Board or any—he just left and accepted his medicine, evidently.

Q. And he was a member of that Board?

A. He was a member of the Executive Board.

Q. Now, I want to know whether you mean by what you say about Mr. Patzkowsky that Mr. Patzkowsky knew of the facts and circumstances at that time?

A. Oh, yes. He happened to tell me that Ed Mayday

was losing quite a lot of time.

Q. He told you that?

A. Yes. And I believe I passed the remark at that time that we would talk to the man and see what, 1775 we could do about it, and that's what action we took.

Trial Examiner Jaffee: Did you discuss with Mr. Patz-kowsky the matter of Mr. Mayday's drinking specifically!

The Witness: No. I just spoke over the telephone to him, but we knew that situation ourselves. We had seen that condition with the man ourselves and we were sufficiently convinced of it even without Mr. Patzkowsky telling us. We could see what was going to happen to a man like that.

Q. (By Mr. Nelson). Was it that Mr. Mayday would come to the ab intoxicated or that when he was intoxi-

cated he would just stay away, as you understood the complaint?

A. Losing time from the work was the complaint that

Mr. Patzkowsky told me.

Q. That he would just stay away?

A. He stayed away.

Q. When he was intoxicated.

A. I think he told me he was a good mechanic but he lost so much time, and we knew why it was ourselves.

Q. Because of your association with him?

A. Yes.

Q. In other words, you knew where the trouble lay?

A. Yes, we knew where the trouble was.

Q. Now, Exhibit 29, that is the letter of application to the Executive Board of the UAW for a Foreman's Chapter-Exhibit 28-A—you saw that, did you?

1776 • A. Yes.

Q. You heard the statement of the matter made by Mr. Traen this afternoon here?

A. Yes.

Q. So insofar as it disclosed knowledge on your part of the situation, was that a correct statement?

A. That was a correct statement.

Q. Is there anything you would care to add to that that he omitted or that you know that bears of the subject matter?

A. No, I just discussed the situation with Mr. Traen. I was with him when he took it into Mr. Al Sour, and I also saw it in Mr. Christopher's office the day after we went on strike, and I was there when the remarks were passed in there about that letter.

Q. You mean the same letter? -

A. Yes, and the other one.

Q. That one with the Timberman marking on it is the one you are referring to?

4. Yes. And the other one I sent down myself to Mr.

Keys, the other copy.

Q. You sent that down as a member of the National Board?

A. Yes.

Q. Now, Mr. Turnbull, had you or anybody to your knowledge connected with the Foreman's Associa-

1777. tion, either the Chapter or any other part of it, anything to do with the composition or presence of that letter in the Packard Plant at that time?

A. No, sir.

Q. Or at any other time?

A. No.

Mr. Donovan: He can't speak for all other foremen obviously on a thing of that kind. So far as he knows, for what it is worth, all right, but I certainly object to the answer being received when—

Mr. Nelson: (Interposing) I said, anybody connected with the Association to his knowledge having anything to do with it.

. Q. Your answer was-

A. (Interposing) I will go this far, that we did check with practically every member we knew and we could not find one member of the Association that knew one thing about it.

Trial Examiner Jaffee: The answer may remain.

Q. (By Mr. Nelson) Did you ever see any letter like that with any signature on it?

A. No: .

Q. They were all unsigned so far as you know?

A. Yes, just two of them.

Q. To put it the way I want to argue it, frankly, nobody ever signed it so far as you know; is that a 1778 fact, or isn't it?

A. That's a fact.

Q. Now, you and Mr. Traen and Mr. Duprovich are shown by the record here to have handled it on behalf of the Packard Foreman's Association, Chapter 5. So far as you know, is that all of the persons who had to do with it on behalf of the Association besides Mr. Sour! That is, foremen. Did anybody else have anything to do with it that you know of!

A. Mr. Tou Seitz was with us when we took it in to Mr. Sour.

Q. Oh, he has been a witness here?

A. Yes.

Q. The man who testified this afternoon?

A. Yes. And Mr. James Wilkins, and Tom Pawlowski were also with us in at Mr. Christopher's office when we saw it there.

Q. Is that all of the members of the Association to your knowledge that have seen or had anything to do with this

letter?

A. Yes.

Q. And under the circumstances stated here on this record?

A. Yes.

Q. By this letter, I mean Company's Exhibit 28-A. I have here Company's Exhibits 31, 32, 33 and 34 which

I think you have seen as they have been offered in evidence; is that true, Mr. Turnbull?

A. Yes.

Q. And, by the way, have you had experience with sim-

ilar matters in your department?

A. Well, I have had experience with them, Mr. Nelson, but I have never bothered-I have never filled them out myself. Now, if I had the job or the job wasn't running right and there was a change needed, the first thing I would do would be to call the process man and the process man-I might explain to him that I thought this wasn't running correct or suggest maybe some little change, and if he saw fit he would put out one of these changes or recommendation of a change. I never did even see this form myself, to tell you the honest truth. I don't think it is the same one. I have seen one but it struck me it was a different form than this that they had in our place. As far as making them out is concerned, I never once made one of them out. The process man would do them and he would get the change approved by his superiors and put the change into effect.

Q. Do you refer to the form, Exhibits 31, 32, 33, and 34?

A. Yes. I never fill in any of them.

Q. You never had any experience with any such thing?

A. No. .

Q. How long have you been there?

A. I have been with the job right from the very start of the Rolls Royce job.

Q. The Rolls Royce job?

A. Yes.

Q. Do you know anybody else that ever filled out one?

A. The only man I knew filled them out is the process

man in my experience.

Q. Are you telling us that just by your experience in the factory or are you adding to what you heard from other foremen?

A. That's just my own experience.

- Q. Have you ever in your discussions with other foremen—and, by the way, you are a National Board Member and member of the Executive Board and have been for how long?
 - A. Yes, since the start of our chapter.

Q. Two years and four months?

A. Yes.

Q. Have you ever seen or heard tell of such documents as these, 31 to 34?

A. As I say, I have seen one of the forms in there, but to my knowledge, it had a heavier print on the top of it than what this has, a request for engineering change it is called, and it is filled out by the process man, and any tools that are needed for it, he has to get the prints changed and everything for that job. He gets approval

of it himself. There is a process man in the divi-

1781 sion and any trouble like that, you call the process man and he looks into that himself and he will make the changes or suggested changes. You might discuss it with him but he makes the change.

Q. You mean by that without any reference to the sig-

nature of the foreman at all?

A. I never signed any that I know of.

Q. You are in the mechanical department where things of that kind do arise?

A. Oh, yes.

Q. Exhibits 35 to 41, both inclusive, Mr. Turnbull, are not here, but you remember they were three or more sheets?



A. Yes, sir.

Q. With the typewritten form sheet on the face and then came down to some complaint or test that was requested. Have you ever had any experience with those

sheets in the period you have been there?

A. No. The same thing applies to a change like that, Mr. Nelson. Anything that is tried out or that we have had to try out has been brought to us by the engineering department, or something like that, and they will ask us, "Will you try this?" And we have always said, "Put a query out on that," or something to that effect, and we will try it, but we won't without a query. And they will

get a query and that is signed by the inspection de-1782 partment or by the manager of the division that it is okay for us to go ahead with a test, and we can't dare go ahead with a test just because somebody tells us and I cannot recommend a test. I don't have anything to do—

Q. (Interposing) Did you sign one of these sheets?

A. No, never saw them before.

Q. And never heard of it before?

A. No.

Q. And by before you mean until you saw it in this

A. (Interposing) Until I saw it here I never saw one before.

Q. In this proceeding?

A. That's correct.

Q. You say you have been with the Rolls Royce job ever since it began?

A. Ever since it started.

Q. Ques that refer to your experience solely as a fore-

man or your entire experience in the shop?

A. My entire experience, and I started with practically the first job and was the first one on the supercharger line, and as another man came in I had to train him, as the next one came in, I trained him until we got enough that I became a leader; and then as we got more, I became an assistant foreman, and so on up, and I never saw those things yet.

1783 Mr. Nelson: We offer the witness for cross-exam-

ination.

Cross-Examination.

- Q. (By Mr. Dahling) Mr. Turnbull, are you on the night
 - A. Yes.

Q. How long have you been on the night shift?

A. Just since the 18th of March, 1944.

Q. Prior to that time, what shift were you on?

A. On the day shift.

Q. You say you have never seen any of these requests for tests?

A. Yes.

Q. Do you mean by that you think they are not used at all !

A: Oh, they are evidently used somewhere when they are shown here. I imagine, Mr.—

Q. (Interposing) You don't think those are forgeries?

A. Oh, no.

Q. The signatures of the foremen?

A. No.

Q. And you don't think that Mr. Macaulay was telling a lie when he testified?

A. No.

Q. That they were used and requested?

A. Oh, no.

- Q. Your testimony is that you hadn't experienced them?
- 1784 A. I haven't experienced them and the procedure I seen used has been very different to the procedure of those sheets.

1785 Q. That is the procedure that you have observed in your particular department?

A. Yes, in my department.

Q. You don't want to say that that is the procedure which is uniform throughout the plant?

A. Oh, no. I can only talk of the division I am in of that procedure, which is the aircraft division.

Mr. Dahling: No further questions.

Mr. Nelson: I think that is all, Mr. Turnbull.

Trial Examiner Jaffee: Witness excused.

(Witness excused.)

Mr. Nelson: That is the Petitioner's case, Mr. Examiner. Trial Examiner Jaffee: Is there any surrebuttal?

Mr. Dahling: I wonder if we could have a few minutes

to discuss one matter?

Trial Examiner Jaffee: Yes, certainly. We will take a ten-minute recess.

(A recess was taken.)

Trial Examiner Jaffee: On the record.

Mr. Nelson: Mr. Examiner, I move for leave to re-open and I desire to offer in evidence Petitioner's 46, Union membership and collective bargaining by foreman, Bulletin No. 745 of the Bureau of Labor Statistics of the United States Department of Labor. And that is the only purpose of reopening.

I offer the document to Mr. Dahling.

Mr. Dahling: Mr. Examiner, I would object to Exhibit 46 as being irrelevant, containing irrelevant and immaterial matter, apparently relates to Unions in others branches of industry which are not comparable to the mass industry of the automotive business.

Trial Examiner Jaffee: It is received.

(The document referred to was marked and received in

evidence as Petitioner's Exhibit No. 46.)

· Trial/Examiner Jaffee: May I point out that other than for Company's 47-A and B, which were rejected, both the Petitioner and the Company are now even on exhibits, the last exhibit being 46 in both cases. You were running neck and neck for awhile.

Mr. Donovan: I hope that will not be reason for ex-

cluding the one which I am now about to offer.

Mr. Nelson: I think it is an excellent reason.

Mr. Donovan: Mr. Trial Examiner, I desire on behalf of the Packard Company, a similar request as Mr. Nelson's, to move that the Examiner reopen our case to the extent of permitting an offer of evidence which I will now have marked as an exhibit. ?

(The document referred to was marked for identifica-

tion as Company's Exhibit No. 48.)

Mr. Donovan: It will become and is Company's Exhibit

Proceedings ...

No. 482 This exhibit, Mr. Trial Examiner, is the 1787 brief filed by counsel for the Briggs Manufacturing Company, Hudson Motor Car Company, Garwood Industry Incorporated, and Aeronautical Products, Incorporated, in the matter between those companies and the Foreman's Association of America before the National War Labor Board and the Foreman's Panel thereof, in Case No. 111-4746-D.

It is the brief of counsel for those companies in that hearing, which was a hearing as I believe is elsewhere-and earlier reflected on this record in the nature of an examination into the situation of foremen in the Detroit area with particular reference to the plants mentioned. For its informative contents to the Examiner and to the Board and its relation to the issues in this case dealing with foremen I ask that it be received in evidence.

Mr. Nelson: I object to the receipt of a brief in another proceeding in evidence. I don't see any end to that, and I don't think a brief in a panel proceeding under the auspices of the National War Labor Board has anything like either the relevance or the authenticity as a Federal Department of Labor Publication. I don't agree that my brother has produced a document of anything like equal authenticity. I more than return his objection to the introduction of the document. I object to it as irrelevant, immaterial, and wanting in authenticity.

In brief, in reply to that offer, my reply to that brief was not offered. I suppose that is just a little slight 1788 Mr. Donovan didn't intend to extend to me. I replied to that brief and did it both orally and in writing.

Mr. Karasick: I would like merely to point out, Mr. Examiner, that a glance at the brief itself shows that the Packard Motor Car Company was not even a party to the proceeding that was involved in that case.

Trial Examiner Jaffee: I notice, however, that Mr. Don-

Mr. Karasick: That may be. Counsel may have been but this Company was not.

Mr. Dahling: As a matter of fact, Packard Company was one of the companies involved in that same proceeding.

Mr. Karasick: It doesn't possibly appear on the title of the brief.

Mr. Dahling: This brief, however, was not one that

Packard Company filed.

Mr. Donovan: This brief was not the brief of the Packard Company but it was the brief of the companies enumerated, and the Packard Company was one of the companies involved before the War Labor Board's special panel in that case and, of course, so far as the Petitioner's just recently offered exhibit being a pamphlet or a writing of some sort from the Bureau of Labor and his suggestion of an unfavorable comparison as the writer's opinion

therein expressed with the opinions of the writers of this brief, it seems rather difficult for me to

conceive of the Trial Examiner drawing a distinction in excluding the one and receiving the other on that basis.

Trial Examiner Jaffee: The exhibit which is now Petitioner's Exhibit 46, as has been indicated, is a publication of the Bureau of Labor Statistics of the United States Department of Labor. It is indicated thereon that it was written, or perhaps I should say submitted on June 9, 1943. That Bureau is or is at least supposed to be impartial. It is no reflection on counsel to say that counsel are not impartial?

Mr. Nelson: It would be a reflection to say anything

else, Mr. Examiner.

Trial Examiner Jaffee: I think you are correct.)

Mr. Donovan: Is it because of the official character of the publication of Petitioner's Exhibit 46? Is that what the Trial Examiner refers to?

Trial Examiner Jaffee: This is one of the things I have

Mr. Donovan: If that is so, Mr. Trial Examiner, I think by the same token that we would like to have the Trial Examiner reconsider his ruling on the admission of Company's offered Exhibits 47 and 47-A which were received in a rejected record because it is not questioned as to the fact that they are authentic official communica-

1790 tions; in fact, determinations from a Body of the State of Michigan to wit, the Michigan Unemploy-

ment Compensation Commission, and they derive such

authority as is accorded that official status. . .

Trial Examiner Jaffee: But I point this difference out, Mr. Donovan: In the case of Petitioner's 46 we have or, at least, we purport to have a survey of the particular subject covered by the title of the Exhibit, namely, Union membership and collective bargaining by foremen; whereas, in the case of Company's Exhibit 47-A and B you have the determination of an intermediate officer with reference to a particular individual case to which none of the parties here are involved. I think there is quite a difference between the two situations.

I may also point out by way of addition we also have in evidence at least one other publication of the Department of Labor, namely, that blue pamphlet, The Foreman's Guide.

Mr. Nelson: That ivory tower production.

Trial Examiner Jaffee: Yes. The item which Mr. Nelson has referred to as being produced by someone sitting in an ivory tower.

Mr. Donovan: There is no evidence here as to what kind of a tower the author of Exhibit 46 was sitting in

when he wrote that.

tomary or it has been customary in appropriate situations to receive into evidence documents of that type, that is, of the type of Petitioner's Exhibit 46. If don't doubt but that Company Exhibit 48, for identification would undoubtedly contain material which here and there at least might very well be of some help and if Mr. Nelson had not opposed its introduction, I assure you I would not have interposed any myself, but since he objects and since I think it is incompetent, I am afraid I should have to reject the offer of the exhibit.

You may have it marked as a rejected exhibit, if you

wish.

Mr. Donovan: I should like to have that done.

(The document heretofore marked for identification Company's Exhibit 48 was rejected.)

Mr. Nelson: I should balance up now with Mr. Donovan on this exhibit business and have Exhibits 31 and 32 on

the rejected list. They are with reference to the experience of the British foremen's unions, I offered them previously; they have not been received in evidence. I don't want him to carry around a rejected basket that is half empty. I would like to put them in.

Trial Examiner Jaffee: I may point out that if my memory serves me correctly, in those particular cases there is

no concession on the record that those particular documents you have in your hand are in fact what

they purport to be.

Mr. Nelson: I will ask him if he won't concede that in view of my extreme liberality in that regard. I guess I have been confronted with everything in print nearly, and I don't think they question the authenticity of those publications.

Mr. Donovan: Well, Mr. Trial Examiner, I would not feel justified in disturbing the record disposition made of these exhibits. It received a full discussion by counsel respectively for the parties before the Trial Examiner and a formal ruling was made, and I don't feel that I should disturb that.

Trial Examiner Jaffee: All right. However, I grant as a matter of course any request that an exhibit be put in the rejected exhibit file, and the last two mentioned may be put into the rejected exhibit file.

(The documents heretofore marked for identification

Petitioner's Exhibits 31 and 32 were rejected.)

Mr. Dahling: Mr. Trial Examiner, I understand that the Petitioner's case is now closed and that the case is now closed.

Trial Examiner Jaffee; I don't know. Sometimes coun-

sel have motions they want to make, or something.

Mr. Dahling: I have a motion that I would like to make at this time. I wish to renew at this time the motion that was made by counsel for the Company

at the close of the Petitioner's case. I will not repeat the motion, I think you are familiar with it, Mr. Examiner:

Trial Examiner Jaffee: Yes.

Mr. Dahling: But I wish as a matter of record to again make the same motion.

Trial Examiner Jaffee: Very well. That was a motion to dismiss on three or four stated grounds.

Mr. Dahling: Yes, and they appear in the record. It was made at the close of the Petitioner's case.

Trial Examiner Jaffee: For reasons I am sure counsel will recognize, I again will have to refer the matter to the Board for ruling.

Are there any other motions?

Mr. Nelson: I think of nothing further.

Trial Examiner Jaffee: I want to point out, Mr. Nelson, that the record stands at the moment this way: at the moment you have a request for one unit of certain grades of foremen. Does the Union care to suggest any alternative position in respect thereto?

Mr. Nelson: I should say on the record, Mr. Examiner, that if the alternative is dismissal of the petition I would prefer the Board to go further, and I would say that only in that event, however, would we consent, at least for the

time being, with more than one unit at the plant of Packard.

Trial Examiner Jaffee: You mean by that, that you would consent for the time being or that you are objecting to more than one unit?

Mr. Nelson: We would object to more than one unit, but assuming that the Board reached the view that the only alternative to one unit—if there was an alternative other than dismissal to the one unit, we, of course, would entertain that determination.

Trial Examiner Jaffee: Suppose or assume, counsel, that the Board takes the position that more than one unit is proper but that it is proper only in the event your organization makes what the Board deems as proper provision for separation? You have any objection to that aspect of the matter?

Mr. Nelson: I mean to indicate by what I say that we would take the steps required for separation.

Trial Examiner Jaffee For instance, as I recall it, at least one Board member indicated in one opinion, if my memory serves me correctly—I have in mind, for instance, a dissent by the Chairman wherein he pointed out in one case—I think it was the Cramp Shipbuilding Case—that a particular union involved—

Mr. Karasick: May we be off the record, Mr. Examiner?
Trial Examiner Jaffee: Just a minute.

1795 I will change that. It is not a dissent, it is a

special concurrence.

The Chairman pointed out in that case certain so-called lead men or leading men were grouped in what was referred to as a cell within a local representing the production and maintenance employees. In that case there was that single unit, and that fact was, nevertheless, that the approval of a contract had to be obtained from the votes of the entire local in which the leading men were out numbered thirty to one.

Now, that might lead to an inference that if any unitfor units are proper here at all you might have to make internal separation within your organization whereby if more than one unit is appropriate, general foremen might or should vote on proposed contracts by themselves, fore-

men by themselves, and so en.

Do you have any position you care to take in that

respect?

Mr. Nelson: The Examiner seems to indicate a separate election as to certain features, say, of one contract, or a separate contract, or a separate local of the Association.

Now, I haven't any idea which of those forms the Board if it should make this error, frankly, and I speak with due respect, I hope—we would still regard it as an error on experience—I wouldn't know which form that

1796 would take. But some suitable separation could undoubtedly be arranged. In other words, I do not take the position in the case that separation of these various grades is impossible; it is possible, and in preference to a dismissal of the petition we would take suitable steps to arrange the separation either by some subdivision within the chapter or a separate chapter or some separation in the contract or some separation in the voting on the contract. Those are all possible means. I suppose they are not exhaustive, there might be other means of working out such separation as the Board might think necessary to properly take care of the matter.

Trial Examiner Jaffee: Referring to something the

Chairman said in the Cramp Shipbuilding Case, I merely pointed out as one possibility—I appreciate the fact there may be others if the Board ever gets that far in this situation at all.

Mr. Karasick: In order that the record may be clear and that I may be sure I understand Mr. Nelson clearly, may

I ask him if his position really is this:

First, the foremen desire a single bargaining unit comprising the four classifications of foremen involved in this proceeding; second, if the Board in determining the issues in this case were confronted with a feeling that separate units of these classifications of foremen

1797 should be set up instead of a single unit, or the alternative, dismissing the petition, that the Foreman's Association position then would be that rather than have the petition dismissed it would consent to the separate units in the direction of elections of each of those units but would profer still, of course, the single unit; and, third, that if the Board feels that it would be necessary to set up certain changes in the organization of the Foreman's Association, it is for such separate units that the

or requirements of the Board.

Is that in substance your position?

Mr. Nelson: I think I should answer ves to that question. Mr. Karasick: I wanted to be sure that I understood and

Foreman's Association would comply with those directives

that the record was clear.

Mr. Nelson: May I make one observation in this connection?

Trial Examiner Jaffee: Proceed,

Mr. Nelson: I don't want this to be taken as any incitement to apply to the Company, but my own belief is from my contact with companies in these matters that the simpler form the organization of the foremen take, assuming that the whole thing is unpalatable, the simpler, more unified it is, the less unpalatable it is to the companies.

In other words, I think the companies would ulti-1798 mately join us in feeling that the single unit within certain limitations was the preferable form. However, I don't assume to speak for them. I simply say that

that is my fixed judgment on my contacts with the companies in this matter. I say that for whatever assistance it may give to the Board in arriving at their decision.

Trial Examiner Jaffee: In other words, you are saying to us the common law analogy: If the Jury ever gets to the question of damages, why, that is the way it ought to be decided.

Mr. Nelson: That is about it and we trust that this Jury reaches this stage without baffling itself too much about the differences and levels of supervision. Practically it hasn't caused any trouble so far. I don't know the situation in Cramp Shipbuilding, but I think it was a situation of rival unions. There was the situation of the production and maintenance workers mixed with supervision, the

leader there being in effect a supervisor.

1799 Trial Examiner Jaffee: That may not have been a good example. Ljust picked it out of the air.

Mr. Nelson: I read Chairman Millis' dissent in that case, that is, his special concurring opinion in that, but I would say that experience in mass production industry like the mother industry and steel industry doesn't bear that out.

However, I don't want to extend the record. I answered and I don't mean to weaken my answer to Mr. Karasick's question in any respect.

Trial Examiner Jaffee: The only thing I have left, gentlemen, has to do with, first, the question of briefs and,

second, the question of errata.

So far as the errata is concerned, I have had typed this afternoon a list of those I have found in the record, together with certain ones Mr. Karasick has submitted; and also a separate partial list submitted to me by counsel for the Company. The list that I have had typed up is fairly long, consisting of eight pages. I am sure that there are undoubtedly other items that we would find later and which we would want to suggest as errata or which we might want to suggest as errata, and it is my thought that we may possibly agree as far as we have gotten and then a list of the errata thus far agreed upon might be put

into the record as an exhibit, with the understanding expressed on the record that in the event further errata are found which any party or the Board

wants to suggest, they may do so appropriately and within an appropriate time.

Off the record a minute.

(Discussion off the record.)

Trial Examiner Jaffee: On the record.

We have had some discussion off the record with reference to the procedure the parties will follow in connection with errata. It has been indicated that I would give to counsel copies of the errata that I have had typed up and they will look them over overnight and we will meet tomorrow at nine-thirty and dispose of the matter of the errata.

As far as briefs are concerned, gentlemen, what is your desire?

Mr. Dahling: On behalf of the Company, of course, we desire to file a brief.

Trial Examiner Jaffee: And the Association does, too, I presume?

Mr. Nelson: If they do, I will. I don't know that I can be of any great assistance to the Board and I have got so many courts waiting on me that I am going to be in trouble the minute I step out of here and I, as you know, have had a very heavy cold while I have been here. I am sorry I have not felt like doing the usual amount of work.

1801 Trial Examiner Jaffee: There is no law which compels you to file a brief.

I point out to you gentlemen that as I assume you are aware, under the rules and regulations of the Board you have seven days from the close of the hearing, which in this case will presumably be tomorrow, to file briefs. I would assume, and I think it is a pretty good guess, you would want more time than that, in which event I suggest you write to the Board with reference to the matter, making your request, addressing the request care of Mr. Iver Peterson, Assistant General Counsel. That is National Labor Relations Board, Washington, 25, D. C.

Off the record.

(Discussion off the record.)

Trial Examiner Jaffee: We will recess at this time until nine-thirty tomorrow morning in this room.

(Whereupon at 5:25 o'clock P. M., Wednesday, January 3, 1945, the hearing was adjourned until tomorrow, Thursday, January 4, 1945, at nine-thirty o'clock A. M.)

1802

Room 853 Federal Building Detroit, Michigan Thursday, January 4, 1944.

Pursuant to adjournment, the above-entitled matter came on for hearing at 9:30 A. M.

Before:

Samuel H. Jaffee, Trial Examiner.

1804

PROCEEDINGS.

Trial Examiner Jaffee: We will resume, gentlemen.

Mr. Dahling: Mr. Examiner, at this time I would move the Examiner, if such a motion is necessary, to reopen the case for the purpose of having placed in the record excerpts from radio speeches made by Robert H. Keys, as president of the Foreman's Association of America. The speeches that I have in mind were exhibits offered by Robert H. Keys in a proceeding before the War Labor Board this past summer. In that proceeding, Packard was one of the companies. There were, of course, a number of others. The Packard case number in the War Labor Board proceeding was number 111-5436-D. These speeches were marked Exhibit 24 in that proceeding. They were offered in evidence by Mr. Keys personally and were admitted in evidence. The speeches are numbered consecutively from 1 to 26. The first group, the numbered group that I have mentioned, covered the period February 24, 1943 to February 24, 1944. There are the additional speeches covering the period, March 2, 1944 to May 25, 1944. I have the speeches before me here. They are a copy of the exhibit 24 in the War Labor Board proceeding which were handed to me as the Foreman's Association of America exhibits. I have marked in the various speeches the parts which I desire to read into evidence in this case.

1805 Trial Examiner Jaffee: Read into evidence?

Mr. Dahling: Read into evidence in this case or to be considered in evidence in this case.

. Trial Examiner Jaffee: Well, are you offering only that

portion of the speeches or the complete speeches?

Mr. Dahling: I' am offering only that portion of the speeches which are marked in these booklets. It is the position of the Company that as stated in, I believe it is Exhibit 3, which is the Examiner's statement in R cases, that one of the purposes of the hearing is to determine the nature and character of the organization, and the excerpts we have marked in these speeches being statements made by Mr. Keys as president, have a direct bearing on that point.

Furthermore, other exhibits or, I should say, excerpts deal with the question of solicitation of membership which was testified to by Mr. Keys, in taking the position that there was no solicitation. The excerpts are also perfinent in connection with the relation of the Foreman's Association of America with the Union movement generally and are pertinent for the further reason of indicating an attempt on the part of the Foreman's Association of America, through their president, to indoctrinate the foremen with antagonism toward the companies and those are our reasons, and of course, there are other general reasons.

Trial Examiner Jaffee: First, is there any objection

1806 to the motion to reopen?

Mr. Nelson: There is, because there is objection to the offer of testimony. I think it is a belated request. As a matter of fact, there could be nothing new or surprising about this, and it must have been known to counsellong before today. Mr. Keys has been available repeatedly and has been on the stand repeatedly, and I would be unwilling to have the Examiner receive these at this belated time. Therefore, I oppose the motion to reopen; it is too late, I think.

Trial Examiner Jaffee: The motion to reopen is allowed. What do you have to say with respect to the receipt in evidence of what might be termed the collective works of Robert H. Keys?

Mr. Nelson: I object; it is too late in the hearing.

Trial Examiner Jaffee: We are past the argument of lateness. I have allowed the motion!

Mr. Nelson: I am not addressing myself to the reopen-

ing. I am objecting to the receipt of this in evidence.

Trial Examiner Jaffee: On what ground?

Mr. Nelson: There is not sufficient proof of its authenticity and there is no witness on the stand. The witness alleged to have made these statements has been a witness in this case repeatedly and he is not here now; I am

unwilling to have fragmentary things he said or did

1807 offered or received in this manner.

Trial Examiner Jaffee: Do you dispute the fact that the-what looks like pamphlets from here-are, in fact, the speeches delivered by Mr. Keys at the time mentioned by Mr. Dahling?

Mr. Nelson: I do not know. I do not see how anybody

else could know.

Mr. Dahling: I would hesitate to take the stand in this ease, but, if necessary to prove that fact I can, of course, be sworn to testify that these exhibits came to me as attorney for the Packard Motor Car Company as an exhibit of the Foreman's Association of America in the War Labor Board proceedings, and that they were offered in those proceedings by Mr. Robert H. Keys, as president, who conducted the proceeding in person.

Mr. Nelson: Unfortunately, I never heard any of the addresses by Mr. Keys on the radio. I do not happen to. be one of those persons who listens to the radio. I know nothing about the authenticity of them. I have Mr. Dahling's word for it. The Examiner asked if I contest it. I just say it is not established and I point out that this is ngt a proper method of impeaching Mr. Keys, and that is . all it could be offered for properly in this case. It is not

legally receivable nor considerable for that purpose, and that is the purpose which he frankly states he 1808

offers it for.

Trial Examiner Jaffee: Of course, I have to take this one step at a time. Obvious, Lhave to get some basis to sindicate the authenticity of the documents before I pass to the next question.

Mr. Nelson: I am going to decline to agree on any au-

thenticity, as not being established. I am not going to give them any kind of help at all, because this is an unfair attempt to impeach a witness. Or, it has no meaning at all. If it is to impeach a witness, it is not proper; the witness is not on the stand, he is not available. He has been on the stand repeatedly in this hearing and he has been available repeatedly in this hearing. The statement of counsel would indicate he has had these documents since last August, and therefore, it is no surprise to counsel. To offer this now as an attempt to impeach Mr. Keys, I am not willing to assist in any regard. I decline to stipulate anything in connection with it. I am not admitting, by even an inference, that they would impeach Mr. Keys. These have nothing to do with the present issue and they are improperly offered.

· Mr. Dahling: I presume the next move would be, then, to be sworn as a witness in this proceeding.

Mr. Nelson: I would oppose that also.

Trial Examiner Jaffee: On what ground?

1809 Mr. Nelson: Mr. Dahling is counsel in this case and it is one of our rules in the State of Michigan that active counsel do not prove the cases.

Trial Examiner Jaffee: It does not occur very often, but we have taken evidence of counsel, and in view of that custom I see no reason why counsel should not testify on the point he apparently wishes to bring out in evidence.

Mr. Donovan: Mr. Trial Examiner, after the offered exhibits have been marked with a number for identification as bearing likewise on the preliminary question of the authenticity, I desire to make a statement in regard to the offer in evidence.

Trial Examiner Jaffee: I assume they have been marked for identification. They would be Company's Exhibits 49-A through 49-MM.

(The documents above referred to were marked for identification of Company's Exhibits Nos: 49-A through 49-MM.)

Testimony of Louis F. Dahling

LOUIS F. DAHLING,

a witness called by and on behalf of the Company, being duly sworn, testified as follows:

Direct Examination.

The Witness: My name is Louis F. Dahling, D-a-h l-i-n-g.

I am in this proceeding one of the attorneys for the

deal of reluctance that I have been sworn and am taking the stand at this time, but I feel that for the protection of my client, it is necessary. I appeared as counsel for the Packard Motor Car Company in a proceeding before the National War Labor Board, entitled, "In the Matter of Packard Motor Car Company and Foreman's Association of America, Case No. 111-5436-D."

That proceeding was before a panel appointed by the National War Labor Board, and a number of other com-

panies, likewise, appeared.

The Foreman's Association of America in the Packard proceeding and in a number of the other cases, to my knowledge, because I attended a number of the meetings, was represented during those meetings with the exception of the first day and perhaps a few days at the end of the hearing, which extended from in the spring until in the fall, by Mr. Robert H. Keys, the President of the Foreman's Association of America.

The pamphlets which are marked for identification Company's Exhibits 49-A to 49 MM were delivered to me as Exhibit 24 of the Foreman's Association of America, offered and admitted in evidence in the proceedings before the National War Labor Board. And, as I recall, the transcript of the testimony in that case will also show the

offering of these exhibits by Mr. Keys.

Trib Examiner Saffee: Anything further?

Mr. Dahling: I have nothing further.

Mr. Donovan: Mr/Trial Examiner, I would like to make a statement to the Trial Examiner who I regard is sitting in a judicial capacity, and I intend my statement to be a representation to the Examiner of what I state and of the truth of what I state.

Testimony of Louis F. Dahling

I was present in the case before the National War Labor Board Panel, Region 11, at Detroit, during the conduct of the Foreman's case, so-called, before the special Panel appointed by the War Labor Board in the cases that Mr. Dahling has referred to, to-wit, and I read from the reporter's official entitling of that cause:

"In the Matters of Murray Corporation of America, Briggs Manufacturing Company, Chrysler Corporation, Republic Steel Corporation, Packard Motor Car Company, Bohn Aluminum and Brass Corporation, Aeronautical Products Company, Gar Wood Industries, and Foreman's Association of America, being respectively cases numbered 111-2882-D, 111-4746-D, 111-2747-D, 111-4748-D, 111-5438-D, and 111-5798-D."

I was present during the trial and during all of the sessions of that hearing as attorney for the Briggs Manufacturing Company, Aeronautical Products Company, Gar

Wood Company, and Hudson Motor Car Company, and although I didn't include the name of the Hud-

son Motor Car Company, they were parties to that proceeding. In the same proceeding Mr. Robert H. Keys, President of the Foreman's Association of America, was likewise present during all of the sessions and except for the opening day of the hearing, which extended over a period of several months, with some interim adjournments and with the exception of the last two days at the termination, when Mr. Walter Nelson was counsel for the Foreman's Association of America, was present, Mr. Keys otherwise conducted the proceeding on behalf and represented the Foreman's Association of America. He swore witnesses and introduced evidence by exhibits and he cross-examined witnesses of the several companies who were placed on the stand.

During the course of the trial Mr. Keys, on behalf of the Foreman's Association of America, and he being the then president of the Foreman's Association of America, offered in evidence the radial addresses made by him over station CKLW in the Detroit area, being the radio addresses which have been marked for identification as Company's Exhibits 49-A to 49-MM, inclusive.

Testimony of Louis F. Dahling

These radio addresses were published in pamphlet form, one pamphlet for each address and were entitled, as

printed, and they were all printed:

Voice of Organized Foremen." The seal of the Foreman's Association of America appears upon the cover sheet of the pamphlet, which contains the title I have just mentioned, and also contains the indication in large type of: "First radio address," "Second radio address," et cetera, characterizing each one of the radio addresses which were made weekly.

Also on the pamphlet on the cover page are the words "First radio broadcast." And this language follows the designation on each pamphlet. And then follows the words I now speak of, "By President of Foreman's Association of America, Robert H. Keys, over Station CKLW, National Offices 515 Barlum Tower, Detroit, Michigan, Robert H. Keys, President; William Fisher, Secretary-Treasurer; Harold M. Kelly, Membership Director."

Mr. Keys, on behalf of the Foreman's Association of America, introduced and there was received into evidence by the Special War Labor Board Panel who conducted the hearing aforesaid, the pamphlet copies, printed pamphlet copies of the aforementioned radio addresses, being the now offered Company's Exhibits 49-A to 49-MM.

I was present in court when that took place, and the pamphlets which Mr. Keys offered in gvidence as Exhibit 24, I believe, of the Foreman's Exhibits in that case, and

I saw the pamphlets that he offered as that exhibit in that case contemporaneously with which he announced to the Panel that he was delivering copies thereof to counsel, and as counsel for the companies aforesaid. I was given by and received from Mr. Keys the printed pamphlets which are now marked as Company's Exhibits 49-A to 49-MM inclusive.

It may be unnecessary to state further that I haven't the slightest hesitation in making the direct representation to the Court that the printed pamphlets aforesaid which Mr. Dahling, as counsel for the Packard Company in the War Labor Board case, also received are the same as the pamphlets that I have received, each now described and referred to as Company's Exhibits 49-A to 49-MM.

I would be unable to see how the source of these pamphlets having thus been explained, there could be any question arise as to their authenticity by Mr. Nelson, who seems unwilling to concede what I say bears on that point.

Trial Examiner Jaffee: Is there any cross-examination

of Mr. Dahling?

Mr. Nelson: No cross-examination:

Mr. Karasick: No questions.

Trial Examiner Jaffee: First, with reference to the authenticity of the offered exhibits, it may not be inappropriate for me to say that so far as the Examiner person-

ally is concerned—I put it that way because, of course, the Board makes the ultimate findings of

fact or the only findings of fact, for that matter—but as far as the Examiner personally is concerned, I should have been quite content to take Mr. Dahling's statement without having him take the stand.

Now, so far as the contents of the pamphlets are concerned and without waiving any objection previously indicated, I should like to ask whether Mr. Nelson has anything to say with reference to the offer of the designated portions of those pamphlets as compared with the entire contents of each of said pamphlets.

Mr. Nelson: I don't know. I never read it, never heard it. I don't know a thing about them. They are just as strange to me as though I didn't live in the community, because I didn't listen to the radio addresses. I have never read a line of any one of them.

Trial Examiner Jaffee: Mr. Karasick?

Mr. Karasick: I only wanted to say, Mr. Examiner, that irrespective of any question of authenticity of these pamphlets, and not having seen them and not knowing whether or not the offered portions bear any relevance to the issues in this proceeding, it would seem to me that the pamphlets are offered in their entirety if they are offered at all and not only the limited portions which the Company now offers in these documents.

1816 Trial Examiner Jaffee: Let me ask the Company, then: Does the Company object to amending its offer to include the entire pamphlets instead of the portions

marked, with the added statement that they direct the Board's particular attention to the portion marked?

Mr. Dahling: Well, Mr. Examiner, we, of course, have marked portions in the pamphlet which we desire to have in evidence. If the attorney for the Board or Mr. Nelson wants the balance in evidence, why, of course, we feel that is another matter. As a matter of fact, of course, these are statements of Mr. Keys. There are probably a lot of self-serving statements in there which might be objectionable for that reason, but as far as I am concerned, if the Board or the Examiner would feel that the entire pamphlet should be put in, I think that that is a matter that the Examiner can determine. As I understand this proceeding, it is in a large sense an administrative proceeding, and the Trial Examiner represents the Board. This isn't really an adversary proceeding for the parties, as I understand the procedure.

We are interested in just these excerpts, of course, but if the Examiner feels that it should all be in, that is quite okay with us, subject to the statement that I made as to

the self-serving statements.

Trial Examiner Jaffee: How have you indicated in

1817 the pamphlets the portions that you refer to?.

Mr. Dahling: They are indicated by pencil underlining or bracketing the paragraphs and parts of paragraphs that we specifically direct to the attention of the Board.

Trial Examiner Jaffee: All right. Now, I should like to ask Mr. Nelson on the record where Mr. Keys is at the

present time.

Mr. Nelson: I don't know.

Trial Examiner Jaffee: Do you know whether he is in

the city!

Mr. Nelson: I don't even know that. And I want to interpose on the record, of course, an objection to a partial or piecemeal offer which is really objectionable on the grounds additional to those I have already urged. I don't know where Mr. Keys is: I haven't inquired this morning. I suppose I could go to the telephone and try to find out where he is.

Trial Examiner Jaffee: Well, I may say preliminarily-

Mr. Nelson: He was advised, of course, that there would be nothing further offered this morning and that he would be at liberty to do whatever he pleased after the close of the hearing yesterday evening.

Trial Examiner Jaffee: I may say to begin with that if the offered exhibits are received at all, I am inclined to

receive into evidence the entire pamphlets—the entire contents of the pamphlets, rather than merely

excerpts therefrom. The portions which are underlined or bracketed will be considered as a request by the Company that the Board pay particular attention to such designated portions.

In addition to that, however, I think counsel for the Union should have an opportunity to look at the pamphlets and also to ascertain whether or not Mr. Keys can be obtained or if he desires to eturn here as a witness, I think he should have the opportunity to get him here, in case counsel for the Union wants to put in any further evidence with reference to the pamphlets in the event they are received in evidence. For that purpose I think it might be appropriate to declare a recess to enable Mr. Nelson to try to reach Mr. Keys by telephone and also to look at the pamphlets.

I am open to any suggestion as to the length of the recess.

Mr. Nelson: I don't know anything about these pamphlets. My statement about not listening to it isn't meant to form the basis for any idea that I avoided listening to him. They happened to be made at a time when I couldn't have listened on the radio, even if I had that babit, which I don't have. I don't listen to a radio once a month, and then only briefly.

Trial Examiner Jaffee: I won't hold that against you, Mr. Nelson.

Mr. Nelson: I just don't want to be considered as curious on the record. I just don't like advertisements in that form and I indulge such few moments of leisure as I have in something besides listening to the radio, and I didn't hear any of Mr. Keys' addresses. I have not had any of them delivered to me and I don't know the con-

1819

That is a pad of papers over an inch thick and is offered at a time when I think it is unfair and improper to receive them. But Mr. Keys might be called. I don't know, but the most I could do would be to submit this to Mr. Keys as to what he wants to do about his radio addresses. That is the most I could do and that is all, frankly, I would be disposed to do. I don't knew anything about what is in those addresses and I couldn't read them today. If I did nothing but read them it would take more than a day to do that.

Trial Examiner Jaffee: I will declare a ten-minute recess. If during that time a request is made to continue the re-

cess, I can pass upon that if that request is made.

(Recess had.)

Trial Examiner Jaffee: Back on the record.

I am cutting the recess short to dispose of one matter which is not related to Company's Exhibits 49-A through

MM, and that has to do with reference to the matter of errata, concerning which some reference

was made at the end of yesterday's hearing.

In accordance with the remarks then made by the Examiner, counsel have checked the list of errata submitted by the Examiner and the Examiner, in turn, checked other Plists submitted by one or more counsel. All parties have now agreed on the list which I have before me and it is my intention or my suggestion that the list be received as an exhibit as a list of changes which should be made in the record to correct these errors of a stenographic nature.

I would venture to assert for the protection of the reporter that here and there we have, one or more of us, taken the opportunity to correct a little bad grammar, and in none of such cases have we made any change of substance, and I suppose it is our respective vanities and prides which have been involved.

Since none of us have objected to such proposed changes, I suppose no harm is done, and I make this last observation only so the reporter won't feel unduly hurt in the

matter.

So far as this list is concerned, I did say to counsel off the record that the record should show, of course, that



there may be other errors in the record which counsel may or would want corrected, and the receipt into evidence

of this list will be considered as without prejudice to the rights of any of the parties hereafter at an

appropriate time and in an appropriate way to suggest such further corrections, and if such suggestions are made the Board, I presume, can pass upon them at that time.

I would suggest that this list be received as the next Board exhibit, perhaps.

Mr. Karasick: I believe that would be No. 22.

Trial Examiner Jaffee: It is, accordingly, received in evidence as Board's Exhibit 22.

Have I stated the matter with reference to errata accurately, gentlemen?

Mr. Dahling: So far as the Company.

Mr. Nelson: On the part of the Petitioner the answer is yes.

Trial Examiner Jaffee: All right.

Mr. Karasick: Yes.

(The document heretofore referred to was marked Board's Exhibit No. 22 for identification and received in evidence.)

Trial Examiner Jaffee: We will have a recess.

(Recess taken.)

Trial Examiner Jaffee: On the record.

At this moment, gentlemen, having disposed of the matter of the errata, we will continue with the recess which was interrupted to permit the last discussion.

1822 (Recess taken.)

Trial Examiner Jaffee: On the record, gentlemen.

I am wondering, Mr. Nelson, whether or not you have anything to report with reference to Mr. Keys, et cetera.

Mr. Nelson: Mr. Examiner, Mr. Keys is in the city. He is busy. But I don't think, or I think after talking to him that nothing would be gained by reopening or offering testimony with respect to these radio broadcasts. I think we all know that on the radio there is a type of censorship, that is, you have to say what you think within the limita-

tions of what the Radio Company will let you say. Withinthose limitations and from the viewpoint of the speaker at the time, events being as they were, we believe the radio broadcasts are a true statement. Also his testimony here is a true statement under oath.

I think what the Examiner wants to know is whether we care to produce Mr. Keys as a witness following the offer of these, and the answer to that is in the negative.

We do not.

Trial Examiner Jaffee: Very well. Company's Exhibits 49-A through 49-MM are received in evidence, and that applies to the entire contents of the particular pamphlets and not merely the designated portions thereof referred to by counsel for the Company.

1823 portions as portions to which counsel for the Company directs the Board's particular attention to.

(The documents heretofore marked Board's Exhibits Nos. 49-A through 49-MM for identification were received

in evidence.)

Mr. Dahling: Mr. Examiner, we are not, of course, offering in evidence anything further than the parts of the various speeches which are designated in pencil, and I wouldn't want the record to show that we have made the offer of the entire pamphlet or the pamphlets.

Trial Examiner Jaffee: Yes.

Mr. Dahling: We are only offering the part that is marked. If counsel for the Board desires to offer the other parts in, of course, our objection must necessarily be that there are self-serving declarations there which we could not admit. I simply want to get the position of the

Company clear on the record.

Trial Examiner Jaffee: Yes. I would assume, Mr. Dahling, that what you have in mind is that so far as the material in the pamphlets which you haven't offered is concerned, that you do not think that the Company should be bound by the material you haven't offered. That raises the practical question as to how the rest of the material would come in. I would just not like to see a situation whereby the Company offers one portion, the Union offers

another, the Board perhaps offers still another, and so on. So I say, and I think it is your position, that in receiving them all I do is recognize that the Company has offered only the designated portions, and while the entire pamphlets will bear the designation "Company's Exhibit" to the extent that that applies to the portions of the exhibits beyond the designated portion, that is done merely as a matter of convenience only.

Mr. Nelson: Mr. Examiner, in view of the offer and explanation just made by Mr. Dahling, I move that the testimony of Mr. Dahling and Company's Exhibits 49-A through 49-MM, both inclusive, be stricken because he may say fragmentary and partial offer, and I insist that having made this offer, he is bound by the documents that he offered. He can't say now, and I want my position to be distinctly understood—he can't say "I offer deleted extracts from these talks." That is one thing. Then he can't elect to have them in at the expense of having the whole talk in, in each case, which I think is the law.

Now, he has got to either eat his cake or have it, whichever one he wants to do, but in order to make my position clear on the record, I move that the testimony and the exhibits be stricken.

Trial Examiner Jaffee: The motion of counsel for the Union is denied.

In that connection I wish to make this observation, 1825 however, I do not feel that the theory which I

should suspect is used in some courts, that one party or another is bound because a particular exhibit bears that particular party's designation or even the fact that a particular witness happens to be put on by a particular party—I do not feel necessarily that that party is in all respects bound by that witness' testimony. I appreciate the fact that common law rules of evidence, as they are interpreted in many states, would tend to support at least in some respects, what Mr. Nelson has said. However, I do not believe that is the rule which is followed in, for instance, the code of evidence of the American Law Institute. I rather suspect, although I haven't checked it, that Wigmore does not approve of such a rule as is indicated in Mr. Nelson's remarks. In short, I would antici-

pate that the Board-would consider the cake, frosting and all, no matter who baked it. So the ruling stands as made

Mr. Dahling: Now, Mr. Examiner, in the pamphlet designated Company's Exhibit 49-AA, Mr. Keys in his radio address deals with a hearing that was had before the National Labor Relations Board in the Soss Manufacturing Company, and Foreman's Association of America matter, apparently case No. 7C-1148, and the Republic Steel 98-inch strip mill and Foreman's Association of America

matter, case No. 8-C-1569.

1826 The radio address as appears in the pamphlet,

Company's Exhibit 49-AA, name the men who appeared at that proceeding representing the companies, including Mr. Smethhurst, who spoke for the National Association of Manufacturers, Mr. Meder, Nicholas Kelley, as general counsel for Chrysler, and others.

Mr. Keys in his radio address had the following to say: "Translate the testimony of the authorized spokesmen"—referring to these gentlemen who appeared for the companies, and others—"who appeared for the management at this hearing. Translate into actual practice in any plant and you find that the employers are insisting that they have the right to say to any foreman in their employ: 'You are working for us and you will do just what we tell you or else,' or 'You are fired and it is none of your business why,'" and so forth. I will not continue reading from the pamphlet.

I have in front of me the official report of the proceedings before the War Labor Board in the cases mentioned,

and as part of these official proceedings -:

Mr. Karasick: You mean National Labor Relations

Mr. Dahling: The National Labor Relations Board, I am sorry.

Thomas F. Patton, Mr. Albert E. Meder—that is M.e.d.e-r, but in the transcript the spelling is M.e.d.e-r.—Mr. Nicholas Kelley, Mr. E. R. Burke, Mr. William A. Crevling, Mr. K. S. Smethurst, Mr. John C. Gall, who I believe are the gentlemen referred to in the radio address as being the representatives of management.

I would like to have considered in evidence that part of the official transcript which I have just described, or official report which I have just described, containing the statements made by the gentlemen whose names I have just listed, the statements made at that hearing and being a part of this official report.

Trial Examiner Jaffee: Is there objection?

· Mr. Nelson: Well, there certainly is.

Trial Examiner Jaffee: Objection sustained.

Mr. Dahling: May this be considered on the excepted record or whatever they call that?

Trial Examiner Jaffee: Well, you mean as a-

Mr. Nelson: Rejected, Mr. Dahling.

Mr. Dahling: Rejected, yes.

Mr. Nelson: Not accepted.

Trial Examiner Jaffee: Since it is part of the Board records in any event, I assume it would be unnecessary physically to incorporate the document, and it will

1828 be considered rejected and for that limited purpose may be referred to by the Board by reference.

Mr. Karasick: Might I suggest, Mr. Examiner, Mr. Dahling has offered the transcript in question only in part and that even though the offer has been rejected you might indicate with particularity the pages of the transcript that he is offering?

Trial Examiner Jaffee: Well, I anticipate that Mr. Dahling was looking at the index of the witnesses and is apparently referring to the material covered by that index as to such persons. By the way, are those witnesses or—

Mr. Dahling: No, these are statements that are made before the National Labor Relations Board by these gentlemen.

Trial Examiner Jaffee: On what date?

Mr. Dahling: Who were invited to attend this particular meeting. The transcript bears the date of February 15, 1944. It is really an oral argument before the Board.

Trial Examiner Jaffee: I am in general familiar with the situation. They are oral arguments and those gentlemen and many others were invited to appear by the Board to assist the Board in connection with the disposi-

tion of an appeal, as I recall it, from the refusal of the Regional Director of this Region to issue a complaint

1829 in connection with charges filed involving the Soss Manufacturing Company and the Republic Steel Company.

Mr. Nelson: Lawas invited even, Mr. Dahling.

Trial Examiner Jaffee: As a matter of fact, I think you spoke.

Mr. Nelson; No, not at that. I was busy trying a case

in Judge Moinet's Court at the time.

Trial Examiner Jaffee: I think you spoke in connection with some other case.

Mr. Nelson: I spoke in connection with the Murray

Ecorse matter when it was still unaffiliated.

Trial Examiner Jaffee: Is there any further evidence which any party desires to offer?

Mr. Karasick: Nothing further on behalf of the Board.

Trial Examiner Jaffee: Anything from the Petitioner?

Mr. Donovan: I have one more-pardon me.

Trial Examiner Jaffee: Is there anything the Petitioner desires to offer at this time?

Mr., Nelson: Nothing further.

Trial Examiner Jaffee: The Company %.

Mr. Donovan: Mr. Trial Examiner, I desire to offer on the record a paragraph from the brief of the Foreman's Association of America that was filed with the War Labor Board Panel and a copy of which was served on me as counsel for four of the companies involved in that hearing.

1830 I have shown the brief to Mr. Nelson whome I believe says that it is a copy of the Foreman's brief

that was filed with the War Labor Board Panel.

Am I right about that?

Mr. Nelson: I believe that is a copy of my brief.

Mr. Donovan: It is signed "Foreman's Association of America, by Robert H. Keys, President," and bears the name "Walter M. Nelson, Attorney for Foreman's Association of America, 1438 Dime Bank Building, Detroit 26, Michigan."

I desire to read into the record the statement contained in that brief, as follows:—

Mr. Nelson: I object to that.

Mr. Donovan: —on page 10. Why don't you let me finish my offer and then make your objection?

Trial Examiner Jaffee: Is it a short paragraph?

Mr. Donovan: Three sentences.

Trial Examiner Jaffee: All right.

Mr. Donovan: "The Association did not present specific cases of grievances with the idea of asking the Panel to pass upon their merits. Each case in each grievance was presented as establishing the fact foremen have grievances and as illustrating their nature. Whether the specific grievance was meritorious was only of secondary importance. The important fact was the existence of the grievance."

That is the paragraph which I desire in the record. The Company desires to make such legitimate argument by inference of admission or otherwise as may be proper and appropriate from that statement which was a statement in the brief of the Foreman's Association of America with the War Labor Board Panel and a copy of which was served on me and which I have in my hand as one of counsel.

Trial Examiner Jaffee: On the offer as made and on the state of the hearing as it exists, the objection is sustained.

Mr. Donovan: I request then that this offered bit of evidence be forwarded to the Board on what I believe the Trial Examiner refers to as the rejected—what do you call that?

Trial Examiner Jaffee: Rejected exhibit?

Mr. Donovan: As a rejected exhibit, if necessary. - I

Wink it should be before the Board.

Trial Examiner Jaffee: I suggest it is unnecessary to do that because of the fact that you have only offered a portion and you have read that portion into the record, so it is in the transcript in any event.

Mr. Donovan: I assume, then, we have an exception to

the ruling of the Trial Examiner on that?

Trial Examiner Jaffee: You surely have.

Anything else from the Company?

Proceedings

1832 Mr. Donovan: I beg your pardon?

Trial Examiner Jaffee: Anything else from the Company?

Mr. Dahling: Nothing further now, Mr. Examiner.

Trial Examiner Jaffee: I gather, then, that all parties have concluded presentation of their evidence?

Mr. Nelson: May I make just a concluding statement on

behalf of the Petitioner?

Trial Examiner Jaffee: Let me ask one or two things first.

Mr. Nelson; Yes.

Trial Examiner Jaffee: Do any of the parties care to make oral argument before the Examiner?

Mr. Karasick: The Board does not.

Mr. Nelson: The Petitioner does not, unless the Examiner requires or requests it.

Trial Examiner Jaffee: I don't require it:

Mr. Dahling: The Company does not desire to make an oral argument, sir.

Trial Examiner Jaffee: Very well. 'Is there anything

further anybody would like to say?

Mr. Nelson: Mr. Examiner, we have been here three weeks. I simply would like to say that we extend our appreciation to the Examiner for his fair, helpful, and

impartial hearing of this matter.

1833 Trial Examiner Jaffee: Thank you, Mr. Nelson.

Anything further before the Examiner, gentlemen?

I hear nothing further.

Mr. Dahling: And I would be very remiss if I didn't con-

cur in the statement made by Mr. Nelson.

Trial Examiner Jaffee: Well, I want to thank you gentlemen, although I am somewhat embarrassed by those remarks. Had I known what you were about to say I would have gone off the record, but it is in.

I gather there is nothing further. The hearing is closed.

(Whereupon, at 12:55 P. M., Thursday, January 4, 1945, the hearing in the above-entitled matter was closed.)

TRANSCRIPT OF ORAL ARGUMENT.

Case No. 7-R-1884.

THE UNITED STATES OF AMERICA

Before the

NATIONAL LABOR RELATIONS BOARD

PACKARD MOTOR CAR COMPANY, DETROIT, MICH.

and

Case No. 7-R-1884.

FOREMEN'S ASSOCIATION OF AMERICA (Ind).

Rochambeau Building, Connecticut Ave. N: W. Washington, D. C. February 27, 1945

The above-entitled matter came on for oral argument pursuant to notice at 10:30 a.m.

Before:

Dr. Harry A. Millis, Chairman,

Mr. Gerald Reilly, Member,

Mr. John B. Houston, Member.

Appearances:

Walter M. Nelson, 1438 Dime Building, Detroit, Mich., appearing on behalf of Foremen's Association of America.

L. F. Dahling, 1400 Buhl Bldg., Détroit, Mich., appearing on behalf of Packard Motor Car Company.

Robert E. Keys, 515 Barlum Building, Detroit, Mich., appearing on behalf of Foremen's Association of America.

[•] inset numbers appearing at outer edge of text indicate page numbers of original transcript of oral argument.

Appearances

- Percy Donovan, Ford Bldg., Detroit, Mich., appearing on behalf of Packard Motor Car Company.
- Herbert S. Thatcher, 815 15th St. N. W., Washington, D. C., appearing on behalf of the A. F. L. Union.

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- Frank Donner, 718 Jackson Place, Washington, D. C., appearing on behalf of the C. I. O.
- Don Mahon, appearing on behalf of the Confederated Unions of America.
- B. D. Kunkle, Vice President, General Motors, 3044 W. Grand Blvd., Detroit, Michigan.
- Harry P. Jeffery, 514 Harris Bldg., Dayton, Ohio, appearing on behalf of National Association of Foremen.
- Victor W. Klein, 1881 National Bank Bldg., Detroit, Michigan.
 - T. B. Iserman, of Rathbone, Perry, Kelley & Drye, appearing for Herman Weckler, Vice President of General Motors, 70 Broadway, New York, N. Y.
 - B. C. Gould, Vice President, Murray Corporation, 700 Russell St., Detroit, Michigan.
- S. D. Den Uyl, 1400 Lafayette Bldg., Detroit, Michigan, appearing on behalf of Bohn Aluminum Company.
 - R. S. Smethurst, Investment Bldg., Washington, D. C., appearing on behalf of National Association of Manufacturers.
 - M. J. Kane, Director of Industrial Relations for the Company, 14 W. 49th Street, New York, N. Y.
 - Neil Moore, Vice Pres., Sealed Power Corporation, Muskegon, Michigan.
 - Wm. A. Creveling, Chamber of Commerce of the United States, Washington, D. C.
 - Wm. J. Harnisch, Mack Manufacturing Company, Investment Bldg., Washington, D. C.
 - Albert E. Meder, Beaumont, Smith & Harris, National Bank Bldg., Detroit, Michigan (or Ford Bldg. Detroit).

PROCEEDINGS.

The Chairman: The Board will now hear the Packard Motor Car Company case, No. 7-R-1884. You have been informed that each speaker will be allowed thirty minutes over all. He may reserve a part of the thirty minutes for reply if he wishes to do so.

This morning we will have argument on the Packard case. We will have a second hearing of the interested parties insofar as time will permit. We will set aside two hours for that and one for the Employer's side and one

for the Union's side.

And before 2:30 I wish that you would get together and decide on the disposal of that time and give us a list of the speakers with the allotments of time for each, the total being an hour on each side.

(Discussion off the record.)

ORAL ARGUMENT OF MR. WALTER M. NELSON.

Mr. Nelson: It is my purpose, Gentlemen, to reserve a short period of time for rebuttal, and I had in mind, of course, addressing myself first to the sole new issue raised in the brief of the Packard Motor Car Company which I take to be their claim that the rules in the Soss Manufacturing and the Republic Steel cases should be reversed and set aside.

Now, of course, that is a rule to the effect that the unfair labor practice portion of the Act applies

to employes in a supervisory capacity.

The reasons assigned in the brief amount to an attempt to raise a doubt as to the meaning of the word "employe" as used by the Congress in the Act. I submit briefly on that that the utmost that can be claimed for the Packard Company's brief in that respect is that it may be looked at in one way doubtful what the word "employe" means in so far as the actual use of the word itself, is concerned. In other words, they argue that the use of the words "worker" and the use of the word "labor" casts some doubt on whether the term "employe" should have been applied to supervisory employment.

Well now, if you take all they say about that, I think

at full face value you will arrive at the conclusion that maybe the Congress did not fully define it. But I think you would have to come to the conclusion that the Congress deliberately intended not to fully define it, that the Congress intended to leave the term "employe" elastic and expansible to meet the needs of the country as set forth in the general purposes of the Act, and so it would seem to me that the controlling limits of the meaning of the word "employe" would be found in the general purposes of the Act and not in the use of the term itself or

not in any attempted definition by inference from other words used in the Act. And as we would

look at it of course, the Board having as we think, correctly decided the Soss and the Republic cases, it would not help matters now to say that one portion of the Act treats employes in a supervisory capacity as entitled to its benefits and another portion of the Act, namely the representation portion, treats them as not entitled. To the extent that they argue that that would be an illogical conclusion more or less we would join them but they invite the Board to make two mistakes and we think the Board has only made one so far and it is to the correction of that one to which we address ourselves. And so we would say that the attempt to construe the Act to exclude supervisory employes because the words "worker" and "laborer" are used and were used in the debates would be to bring about the evils intended to be cured by the Act by ignoring the controlling phraseology of the Act as applicable to the word "employe."

Now, the employer in this particular case,—and of course, it doesn't hurt to say like in the other similar case—comes in here and we say to the Board that we want to represent supervisory employes for the purpose of dealing with respect to their wages, hours and working conditions, whereupon the defense to that request is made that our duties and responsibilities are this and that and the

other, and a great deal of time is spent on what are the duties and responsibilities of foremen.

Well, logically speaking, what has that to do with whether these employes may properly petition for the benefits of this Act on its representation side! After all,—

The Chairman: How do you use the word "foreman"!

You just used it. And you have different grades of supervisors—

Mr. Nelson: Well, when you get around to it it is super-

vision, telling other people what to do.

The Chairman: But you also have top supervision. You have to draw a line somewhere. Now, what is it specifically that you are petitioning for? Do you want to include general foremen, foremen, assistant foremen,—

Mr. Nelson: Special assignment men,-that's four grades

in this particular case.

The Chairman: You want general foremen included?

Mr. Nelson: General foremen, foremen, assistant foremen and special assignment men, that is right. And we in great detail showed, I think, in the record that those men are engaged solely in a supervisory capacity. And on the one hand they do no physical work. On the other hand they have nothing to do with policy-making and they are not in the management of the company in any sense excepting as representatives carrying out orders determined by other parties said to be higher than they are in the hierarchy.

The Chairman: Well, are there supervisory obligations of general foremen, assistant foremen—

Mr. Nelson: In principle they are the same. In detail and in fact they differ. That is to say, one has authority over the other. The assistant foreman is directed by the foreman. The foreman is directed by the general foreman, but the thing he is directed to do none of them have any part in determining. He just carries out what he is told to do.

Mr. Houston: Do any of these foremen have a right to hire or fire?

Mr. Nelson: No, none of them.

Mr. Reilly: What are their powers with respect to recommending

Mr. Nelson: They have the power to recommend.

The Chairman: And that is true all up and down the line?

Mr. Nelson: All up and down the line. Even as a matter of fact I think it is a fair inference from the record that the maintenance and production workers would have

a right to recommend that the man next to him be fired. Now, what attention would be paid to it would, of course, depend upon circumstances and the merits. But that is likewise true of the foreman's recommendation.

Mr. Houston: Now, who is the active force of the com-

pany giving out each year's stock?

Mr. Nelson: They do not extend to any of these.

9 Just where they stop we don't know.

The Chairman: They are not general foremen?

Mr. Nelson: They do not include the general foremen on this record. And whether they include division managers or superintendents we don't really know except from hearsay and we made no attempt to show that in the record because we were not interested in making any claims in their behalf.

Mr. Houston: Are some of the general foremen in some ways equal to the authority of superintendents in other

plants!

Mr. Nelson: Well, I would have to answer that, I think, in the affirmative. And that is to say, you can't take the term "general foreman" as an absolute and probably you would have to look into the authority in the given plant to determine just what level of supervision that particular term had been applied to. Generally speaking, the general foreman is a foreman within the terms that I have described and we would claim the right to represent him within those limits, generally speaking, but there might be exceptions. For instance, there are places where the term "general foreman" ranks higher than superintendent. I think you will find that they would be rare but I think you can find, could find such plants. Generally a general foreman is a man who does not participate in management in the determination of the policies or the purposes of the

company. He is a man to whom orders are given and which he is supposed to carry out through sub-

ordinate supervisors.

Mr. Houston: I remember you did give twelve foremen in the Packard case.

Mr. Nelson: We did, and we included some otherssome 89 others.

The Chairman: On what basis was that done?

Mr. Nelson: On the request of the company. Now, that is really the situation. They set these twelve men they wanted left out of a consent election. We agreed to it because they asked us to.

The Chairman: They gave you a reason for it, did they

not?

Mr. Nelson: Yes, they did. They had more than one department under their supervision. They gave that as a reason.

Now, without conceding that that was a valid reason you could understand that a consent election arrived at in a friendly way was a matter on which we should give and take on the request of the company without any valid reason as we claim because the supervision of more than one department didn't involve anything but supervision, but there was no reason at that time with a one hundred percent organization lacking, I think, two or three foremen in a total of some 8 or 900; there was no reason for us to

be arbitrary about it. It was experimental. We conceded those twelve men and they were satisfied

with it early in the negotiations.

Now, of course, when you come to a contested matter then we would have a different attitude in respect to those twelve men. But our attitude was not a combative or adversary one. We were sitting at the table agreeing on it and we agreed on something that on principle I don't think could be defended.

Mr. Houston: Did these general foremen have anything to do with the formation of the policy of the company?

Mr. Nelson: None whatever as the record shows:

Now, it does show, to be fair to the ther side,—they will argue it doubtlessly for themselves,—it does show that occasionally a man is called in to conference to find out what the capacity of his machines is, what the nature of his man is, and to get first-hand information. He is sometimes called in for conference on a new layout that is if they are laying out the floor again or the machinery. He is called in for factual conference. But he is not called in to determine whether that floor will be arranged, what kind of machines are to be put there. He is just called in for factual information. That happens some times.

The Chairman: Does that include type of machine and that sort of thing too?

Mr. Nelson: I think the record is not open to the construction that it does. I think the company de-

24

termines the type of machine. They might call him in to learn whether he has got men that can run that new machine or something of the kind but not the type of the machine, nothing of that kind. They might call him in fo learn what his experience was with a given type of machinery but all of those matters of policy are determined by somebody higher than the general foreman.

The Chairman: Am I to infer to base everything on the

determination of policy?

Mr. Nelson: Oh, not entirely.

The Chairman: Well, what else?

Mr. Nelson: I think whether the man's main-

The Chairman: I am just wondering whether or not the general foremen, foremen and assistant foremen and general assignment men and so on participate in the settlement of grievances in different ways. In different degrees.

Mr. Nelson: Oh, not really. The only point about that is it originated with the lowest rank of foreman ordi-

narily.

The Chairman: Yes.

Mr. Nelson: He makes a report or recommendation. passes immediately to his next higher supervisor and it passes beyond-

The Chairman: Who has the authority to approve or

13 disapprove?

Mr. Nelson: Somebody above the general foreman. We don't know exactly who, the superintendent ordi-

narily.

The Chairman: You say it starts with the lowest foreman in charge and then from him to the next foreman and he just handles the thing but has no authority to approve or disapprove?

Mr. Nelson: Except in small matters. In any matter of any moment nothing can be done that binds the company until it reaches somebody above the general foreman.

The Chairman: Well, further approval or disapproval is

necessary?

Mr. Nelson: That is right.

The Chairman: Would you say that these people function in the same way in settling grievances? Any type you want to?

. Mr. Nelson: Yes, generally speaking, that's true. The Chairman: Well, now, specially speaking?

Mr. Nelson: Coming to a particular matter the record here shows that there are certain rules. There is an agreement with the Maintenance & Production Workers Union that to some extent fixes the disciplinary power of all foremen. Then there are certain rules of the company that further restrict them. Within the-limits of those rules a foreman may act. For instance, he may send a man home

if he is drunk and send him home and he has to stay home. Then is he penalizes him say, up to two or

home. Then if he penalizes him say, up to two or three days, for having come to work drunk, because that is in the rule in the agreement he makes that stick, but the moment you get beyond that, a demand for a pair of gloves or a request for a hammer or something very small, then it has to go in any except those stereotyped and agreed cases it has to go to somebody above the grade of general foreman before discipline can be made to stick.

The Chairman: You mean to say, do you, that discipline is standardized and all supervisory people are under the same company rules with reference to what they are to do in specific cases?

Mr. Nelson: I think that is the correct statement of it on this record within the limit of the company rules and the agreement with the Maintenance & Production Workers' Union. Then, of course, you do have—

The Chairman: Well, what would be the theory then of a piece of paper going from the assistant foreman to the foreman and to the general foreman?

Mr. Nelson: One reason is information. In other words, each of those steps is entitled to the information that this particular incident has arisen.

The Chairman: Do they have slips?

Mr. Nelson: They have report forms and they are in evidence in this case.

The Chairman: And do they have blanks saying that they have approved or disapproved or anything of that kind?

Mr. Nelson: Recommendation instead of approval. And it was agreed. The word "recommendation" was used.

The Chairman: Then the word "recommendation" would imply counter-recommendations?

Mr. Nelson: That's right. And the next man along

might not agree.

The Chairman: He might not agree to that one recommendation but he might make a different recommendation.

* Mr. Nelson: He might. I'll concede that generally that doesn't happen, but it could. Probably he could say: "I don't think that recommendation is good," but there wasn't any evidence of any incident of that kind in this case.

The Chairman: What does the company do, then? Do they treat these two statements as equal or does it take the higher recommendation of the man above?

Mr. Nelson: Well, we would have to answer that that no such situation was shown and I don't know what the company would do. I only answer for one purpose on principle that I assume from the proof in the case that it was a fair inference that an assistant foreman might recommend affirmative action. The foreman might recommend negative action. The general foreman might agree with the assistant foreman. That might happen. But no matter what they recommend at all that would happen would

be that the card with their recommendation would finally land in the superintendent's office before anybody could do anything.

Mr. Houston: In other words, a foreman could not discharge a subordinate foreman. He makes a recommendation which would finally go up to the personnel office or the superintendent's office?

Mr. Nelson: There is no question of that on this record. There is no foreman has any power to discharge or discipline another foreman without action above the general foreman, and pretty well above him.

The Chairman: They could where a man gets.drunk?

Mr. Nelson: Well, that's a maintenance and production worker again, you see, I am referring to.

The Chairman: I know.

Mr. Nelson: But it would be a foreman.

The Chairman: But grievances come from there. They are not grievances of assistant foremen as against foremen ordinarily.

Mr. Nelson: They might be.

The Chairman: They go to the rank and file.

Mr. Nelson: That's right.

The Chairman: To be handled?

Mr. Nelson: That's right. Generally speaking the grievance is one relating to maintenance and production workers.

The Chairman: Now, the assistant foreman,—we will say you are off for three days or six days, drunk; does he exercise independent authority or does he apply a company-made standard in disciplining a man who got drunk—

Mr. Nelson: Now, if you are applying that to subordinate supervision my answer would be-

The Chairman: I am talking about-

Mr. Nelson: Maintenance and production worker.

The Chairman: -what is done about production and maintenance workers?

Mr. Nelson: In that event, if the rule was explicit it could be applied by the foreman in question. If there is any question about the application of the rule or the agreement with the Maintenance & Production Workers Union then it has to go at least as high as the superintendent which takes it above the general foreman in this case, before anybody can take any action.

The Chairman: That is, they have an explicit rule?

Mr. Nelson: That is right.

The Chairman: Then it has to go up for consideration higher up?

Mr. Nelson: That is right.

I think perhaps, if there are no further questions, I have taken as much and my time as I should take at this time.

Mr. Reilly: Mr. Nelson, are these employes in these 18 categories hourly paid or salaried?

Mr. Nelson: Are you speaking of supervisors?

Mr. Reilly: No. I am speaking of the four categories that are in your proposed bargaining unit. Are they made up entirely of salaried people or are some of them hourly paid?

Mr. Nelson: Some are hourly rated. I think it is fair to say that largely they are salaried, but there are hourly

rated employes in these four categories.

Mr. Reilly: Your position doesn't distinguish between

them on that ground?

Mr. Nelson: Not at all, and we don't think that is a valid distinction. And, by the way, the company paysono attention to that distinction in its handling or in training of these men. I think they said, in effect, in the record that where there were hourly rated employes it was just something nobody had given any attention to.

Mr. Reilly: The record doesn't indicate then that they were having different classifications for the purposes of

the Wage & Hous Act?

Mr. Nelson: I think the answer to that is correctly "no" on this record. Ind as a matter of fact neither side treated the manner of payment whether by salary or hourly rated

as anything but a matter of convenience as between them and the company and we treated it as not going to the root of any material portion of the issues presented here.

Mr. Reilly: Well, was there any separate contention made with respect to the different levels of supervisors

here?

Mr. Nelson: As to whether they were suitable as a bargaining unit?

Mr. Reilly: As a single bargaining unit.

Mr. Nelson: Of course, I don't want to assume to answer too much for my brothers here; so far as we are concerned we are firmly planted on the proposition that it would be a mistake that both the association and the employer would rue beginning the first day we tried to do it and going as long as we tried it, to try to make a differentiation on these four various levels.

Mr. Houston: You mean that you would have to have four charters?

Mr. Nelson: We would have to have four separate organizations. You would have to have four sets of grievance machinery. You would have to have those grievances machines integrated to each other and you would have just a lot of technical work that would be red tape that we would be struggling with and have more trouble with than we could readily foresee a solution.

Mr. Houston: Isn't that what happened at Ford's,

20 one unit?

Mr. Nelson: We have six classifications.

Mr. Houston: (inaudible)

Mr. Nelson: Perfectly, it would be a mistake there. We have six classifications in the Ford contract, besides which we have the marine license personnel including mates and engineers and that at least gives us seven, you see, and no trouble at all. We got that as a result of negotiation and experience.

Mr. Houston: All one unit?

Mr. Nelson: All one unit. Mr. Keys reminds me now, there are nine, nine separate classifications working harmoniously under the Ford contract. And by "harmoniously". I mean that we are having no difficulty as among those classes or levels of supervision in one chapter of the association, in one unit. And that is our experience and our experience there leads us to look with a good deal of dread spon being forced at this stage of experience into experimentation with trying to do this on various levels.

Mr. Houston: Wouldn't that put a lot of work on this-Board to try to police which level they should be in?

Mr. Nelson: Well, if the Board wishes it onto itself I shan't cry at this stage for the Board but because nobody. else can get us to do it except this Board, of course we

will yield to the Board's order on that, but I would urge very strongly on the Board that our experience

in the field would be against slicing these levels of supervision in a horizontal way. We would have, I am satisfied, a dismaying lot of trouble trying to work that out fairly both to the company and ourselves.

Mr. Houston: But on the other hand, wouldn't it polices

itself when put into one unit and if anybody attempted to join your organization too high up for management you would challenge the vote. On the other hand the company would challenge the vote if there were slowdowns.

Mr. Nelson: I suppose the company might challenge it both ways, and at the present stage of experience we very advisedly asked for this particular bargaining unit consisting of these four levels. We believe it is a workable block and that each level resembles the other in its power and authority and that is the determining thing. We would like to bring the Board to that view, but it is the power and authority that the foreman possesses that determines his characteristics and his method of functioning. These four levels are identical in that except that one is above the other. That's one reason we selected them.

Mr. Houston: Is Mr. Keys going to talk in this case?

Mr. Nelson: If you would like.

Mr. Houston: Well, no. I just want to know. I want to ask you one more question.

Mr. Nelson: Do you want to ask him the questions?
Mr. Honston: Yes.

Mr. Nelson: Very well.

(Mr. Keys intervenes at this point for a time.)

ARGUMENT OF MR. ROBERT H. KEYS.

Mr. Houston: What has been the experience of the demotion of foremen of the Ford plant where you have a contract and what has been the experience outside the Ford contract?

Mr. Keys: Well, Mr. Houston, in the Ford Motor Company that where we have applied the contract I believe that conservatively speaking there have been well over 2500 demotions since the contract was signed.

The Chairman: Of supervisory— Mr. Keys: Of supervisory employes. Mr. Houston: In the Ford plant!

Mr. Keys: In the Ford plants due to cutbacks in production. Our record shows that 98 percent of all of the cutback demotions as well as 98 percent of all types of grievances of supervisory employes have been settled to

the mutual satisfaction of the company and the association. Two percent have not been settled to our satisfaction and are being negotiated at the present time.

Mr. Houston: Has there been a work stoppage in con-

nection with that?

Mr. Keys: There have been no work stoppages in connection with the demotions.

The Chairman: If there is no agreement is the busi-

ness taken to the umpire?

Mr. Keys: We have agreed upon who shall act as umpire and we have agreed upon the terms under which he shall be paid, but we haven't submitted any of the cases to the umpire as yet.

The Chairman: There is a general unpire there, is there? Mr. Keys: There has been a verbal agreement reached with the company as to who he shall be and as to how much we shall pay him, but the two percent of the cases that perhaps will go to the impartial umpire have not gone to him as well because out of the two percent we feel that we can settle at least 50 percent of that two percent with a little negotiation.

The Chairman: May I'ask a question or two?

Mr. Houston: Yes. go ahead.

The Chairman: Are you familiar enough with the situation to tell me how this compares with the grievances and settlement of differences of the rank and file? Of course we have an umpire and we have a number of cases. Now, do you have more or fewer grievances—

Mr. Keys: If you have an umpire.

The Chairman: Do you settle less than 98 percent or more than 98 percent of cases of the rank and file?

Mr. Keys: Well, of course, Mr. Chairman, I am not familiar with their records. I can only make a guess at it.

The Chairman: Well, if you can't answer it is no harm. Mr. Keys: Frankly, I would say that the association through its negotiations with the Ford Motor Company and in settling the 98 percent has bettered the record of the U.A.W.C.I.O. Local 600, the representative of the rank and file workers by considerable. In other words, they have a lot of grievances that are not arrived at satisfac-

torily and do go to the umpire and they have a permanent full-time umpire and I know that he is busy all the time on the grievances that are going to him.

(Discussion off the record.)

Mr. Houston: What I want to know is how is it that you had no work stoppages because of any cutbacks in the Ford plant where you have a contract? Do you know of any other circumstances outside of the Ford plant where there have been demotions or cutbacks,—what happened?

Mr. Keys: Well I would like to make it clear for the record, Mr. Houston, that on one occasion,—and I am strictly speaking of a demotion case now,—the foremen in the pressed steel building of the Ford Motor Company protested to the superintendent's office in a body. They felt that the company was violating the provisions of the

contract, and the company called me and I went out and had the thing settled in about an hour's time or less. They didn't leave the building. They weren't actually on strike to that extent. They simply went to the superintendent's office in a body and said: "Now, here, you are misconstruing our contract and we don't like it." And they argued back and forth until I got out there and settled it. Now, the company, I know, claims that was a strike, so I will get my bit in here first and say that we are well aware of that incident but we don't look upon it as a strike. There have been two other small incidents, one involving eleven men in which they protested the transferring of a foreman from one job to another. And the eleven men protested similarly to what I just described by walking to the superintendent's office and that might be construed as a strike but it wasn't, and the men were soon back on their jobs and as a matter of fact they were docked by the company for their action.

Mr. Houston: Those are all in the Ford plant?

Mr. Keys: Those are all in the Ford plant,

Mr. Houston: I am talking about the outside. Were

there any of them?

Mr. Keys: Well, I know that, Mr. Houston, but I did not want the record to be incorrect. I wanted to tell what happened in the Ford plant so there is no misunderstanding.

Now, outside of the Ford plant in the month of May last year, we had a series of strikes in the city of Detroit by supervisory employes that practically paralyzed the city.

The Chairman: Well, those things are in the record,

I think.

Mr. Keys: Yes. Now, low many-

The Chairman: It isn't necessary to repeat it then.

Mr. Houston: Go ahead, I want to hear it.

Mr. Kevs: How many of the men that participated in that strike participated for any given reason it would be hard for me to say.) All we know is that they spontaneously walked out and shut the plant down and we had an extremely difficult time in keeping our other approximately 20,000 members in that area at that time from doing the same thing. The entire city of Detroit would have probably been paralyzed as far as war production was concerned. And we thought we were fortunate at stopping it at the point we did, and had extreme difficulty in making the men that were on strike come back to work. As a matter of fact, it took the War Labor Board order to us to come to Washington to get the thing settled. When we s telephoned back to Detroit stating what had taken place before the War Labor Board the men then went back to work but they were reluctant to do so at that time.

Now, those strikes were caused as I believe by an accumulation of such demotions, transfers, grievances and

mainly and frankly the refusal of the employer to

27 do anything about them.

Mr. Houston: Now, it is my understanding that at the Curtiss-Wright plant in New Jersey.—I may be in error on the plant, that on the demotion of a foreman they put on a strike of \$2,000 employes because of the demotion of one man. Do you know anything about that situation?

Mr. Keys: All I know is what I read in the newspapers. However, I do know this: the Curtiss-Wright employes formerly in that organization are now a part of the Foreman's Association of America. They have affiliated with us, and have become one of our chapters:

Mr. Houston: What I am getting at, Mr. Keys, is this: that if the foremen have a contract with some employer

and have an understanding and agreement when they are cut back and demoted there hasn't been a strike but there has been on the other side where there has been no—

Mr. Keys: Absolutely, that is a foregone conclusion. Wherever there are harmonious relations through agree-

ment things are bound to work whore smoothly.

Mr. Houston: This Act, as I understand it, was set up to end industrial strikes. Because the foremen were not striking at the moment the Act was passed to my mind doesn't foreclose them to organize if it will end industrial strife among the foremen.

Mr. Keys: That is right.

And the language of the Act is broad enough to take care of these situations as they arise and the situation has arisen where the supervisory employes feel the need of organization and representation and they are seeking it. To deny them such representation would not be, in my mind, to effectuate the policies of the Act as intended.

Mr. Houston: And this Board has always held that the foremen are employes, and that has been supported by the courts every time it has been challenged. Is that correct? Mr. Keys: To the best of my knowledge, yes.

ORAL ARGUMENT OF MR. L. F. DAHLING.

Mr. Dahling: The authority of this Board in the Maryfand Drydock case held that foremen did not constitute an appropriate bargaining unit under the Act. In the matter of the Boeing Company, in the matter of the Murray Corporation of America, after a hearing petitions were dismissed and petitions for representation filed by foremen. The General Motors case involves the same Foremen's Association as we had in this particular proceeding. The position was there taken that the Maryland Dry Dock case would not be in point because of the fact that they had an independent union. This Board held that the factors militating against the establishment of unions of supervisory employes set forth in the decision of the Maryland Drydock case did apply. In the Soss Manufac-

turing case and the Republic Steel case this Board affirmed its previous decision with respect to a unit of foremen. It did hold in those cases that foremen were employes under Section 8 of the Act.

In June of this year the War Labor Board appointed a special panel to go into the question of foremen's grievances and that report has been filed finding the foremen had no substantial grievances. The petition in this case was filed on October 20th; and we assume therefore that the same issues that were before the Board in the cases that I have cited were before the Board again. Those issues, as I see them, are first, are these foremen employes within the meaning of that word as used in the Wagner Act? Secondly, if this Board continues to so hold, are foremen an appropriate unit for collective bargaining purposes?

Now, the position of Packard is that they are not employes under this Act for any purpose and it is for that reason that we incorporated in our brief a discussion on that particular matter. Mr. Nelson has referred to that. I do not intend to go into that at this time as time will not permit but it is the position of Packard that they are not employes, that they were never intended to be placed under the Act,—they are a part of management as this Board has held. The purposes of the Act do not apply to them because it is their particular position, and can't apply to them. Otherwise we don't know where we are going to stop and we don't know where collectivism is going

to stop.

30 Mr. Houston: Well, (inaudible)

Mr. Dahling: We are opposed and have at all times been opposed to the inclusion of foremen with the maintenance workers or in independent unions—

Mr. Houston: May they organize at all?

Mr. Dahling: The foremen have a right to organize. We do not deny that. They have a right to organize, but what we are opposed to is the government's stamp of approval and the order of the government requiring us to collectively bargain with our supervision and part of our management because we are convinced that it is not the

purpose of the Act and secondly that it would be detrimental not only to those foremen but to industry in the country at large. That has been the position which we have taken from the beginning.

Mr. Houston: Would it be detrimental to the foremen? Mr. Dahling: It will be detrimental to the foremen because these principles of unionism which will apply. In this record the testimony is to the effect that the same principles of unionism will apply as applied in connection with the C. I. O. One principle of unionism, of course, is seniority. There is testimony in this case. A witness was asked about that. We believe in seniority. Well, he was asked: "Now, how does that work? Should merit be considered?" Why, ves, it

should be considered. There was not any question about that. It should be considered. He was then

asked: "Who is going to decide that question?"
He was rather reluctant and stated that the parties should get together with the foremen and the Foremen's Association and that the matter could be determined. But he was then asked: "What would happen if these parties could not agree, and if the upper management should say that X was the man that should be promoted or demoted," and the Union said: "No, Y is the man that should be demoted." But he said: "In that case there would be danger of a strike."

The Chairman: Who asked him why?

Mr. Dahling: I am speaking of foremen, sir.

The Chairman: Why?

Mr. Dahling; Merely as a matter of designation and odifferentiation between the foremen that the union desires to have promoted.

The Chairman: You have an agreement with the Auto-

mobile Workers?

. Mr. Dahling: Yes, sir.

The Chairman: Now, what if you have a disagreement, do they have a provision for arbitration?

Mr. Dahling: There is no provision in Packard plant for arbitration.

The Chairman: So you rest upon your honor?

Mr. Pahling: You rest upon your honor in that case. Now, on that there are other union principles, of course, which we feel cannot be applied as far as foremen are concerned. Frankly, we take the position that foremen after they leave the collective bargaining ranks, and as a matter of fact the record in this case shows that the foremen had passed and that was the conclusion of the assistant foreman and the general foreman, are all from the workers. They come up through the workers. It is our position that after they get to that point they become and must go up in competition with others and with themselves. You can't have loyalty to a union on one side and carrying out the union principle of one for all and all for one and get the loyalty to the company that you must have. There is too much pressure being brought against them to properly represent the company as such.

Mr. Houston: Where does the pressure come from?

Mr. Dahling: The pressure comes from the very fact that the leaders of the Union movement are interested in the union and are not interested particularly in the company. The pressure comes from the fact that whenever you have a union you have in that union a group, and a small group, a small minority that runs that union. You have the leaders who must be elected and they are only elected by the members if they are popular enough with the members.

The Chairman: Do you mean to include the rank and file

when you make that statement?

Mr. Dahling: I am speaking now only of foreman-

33 The Chairman: I know, but you talked about a union and you say the officers run it. Now, is that true of rank, and file?

Mr. Dahling: I believe it to be true of rank and file,

yes, sir.

The Chairman: You mean it would apply to all organizations?

Mr. Dahling: It would apply to all organizations, all union organizations.

Mr. Houston: Does the company belong to the National Association of Manufacturers?

Mr. Dahling: I can't answer that question, sir. I don't know whether it does or not.

The Chairman: Do you deal with the Parts Association?

Mr. Dahling: That I do not know. I am not familiar with that.

The Chairman: I understand that those who manufacture parts in the automobile industry are organized into associations. I presume that is for mutual benefit.

Mr. Dahling: It is my understanding there is such an association. But getting back to this point as to these principles of unionism frankly the company has,—and I say that rather questionably,—rather accommodated itself to that as far as—it is an entirely different matter,

however, and would be an entirely different matter
if this Board should by orders force these companies, and Packard particularly, to recognize by way
of collective bargaining with a union of its supervision.

Now, I think, when you come down to it-

The Chairman: Of course, under the Act we do in a good many cases direct an election and the employer does not then deal with the union that has a majority. Complaints are issued and the courts order them to bargain. But wherein does the foreman differ from the rank and

Mr. Dahling: The foremen differ in this respect, as far as we are concerned,—a foremen after he leaves the ranks, as I have stated, he goes up as an individual in competition. In the automotive industry we have competition and have plenty of it. We must have the best available men. We must have the best type of supervision. We cannot be controlled in the selection of that supervision by what some union may want. We cannot be controlled by a group of union leaders who favor one man over another man. That must be our responsibility. It is not only a responsibility. It is our duty.

Mr. Houston: Well, what had the union to do with

him when they took him out of the ranks?

Mr. Dahling: The union had nothing to do with it. The man came out of the ranks of his own free will, sir.

Now, he came out of the ranks-

Mr. Houston: The rank and file union did not tell von what kind-

Mr. Dahling: They did not tell us to select.

Mr. Houston: There was no pressure of any kind there?

Mr. Dahling: No pressure of any kind there.

Mr. Houston: Nor any pressure here.

Mr. Dahling: Do you mean pressure on the promotion?

Mr. Houston: Yes.

Mr. Dahling: There will be pressure here as soon as these union principles begin operating, as soon as some third party—This union is in the position. This union will have as the testimony in this case discloses attempt to dictate what will be done, attempt to say who should be demoted and who should be promoted. Who should be laid off when people should be laid off.

Mr. Houston: Should the union principle apply in the first instance when you picked him out of the ranks?

Mr. Dahling: The union has nothing to say on that.

Mr. Houston: The union has plenty to say.

Mr. Dahling: But here as soon as there are demotions they will have plenty to say because that is one of their principles which they have maintained throughout this case.

(silent).

Mr. Houston: In other words, one union is started and the other is reciprocal?

Mr. Dahling: You have a different situation. You have, in industry, and in Packard two classes in management.

One, you have the workers, then you have management. Packard being a corporation must have its action through individuals. It must act through individuals. It must act through representatives. Now, who are these representatives of Packard?

The representatives are the people who direct the operation of the company and direct these workers. Take your managerial staff at Packard. You have a president. You have two main plants, one is used for the manufacture of the Rolls Royce engine. The other plant is used for the manufacture of marine engines. Those two plants both have managers. The managers have two or three, we will

say, assistants under them. And then you get down to your divisions, say 16 or 18 divisions. In those divisions you have division managers, assistant division managers and superintendents. You have 50 or 60 of those,—between 50 and 60. Then you have your general foremen, then your foremen and then your assistant foremen who are in charge of these departments into which the divisions are divided, and there are, we will say, approximately 300 of those departments. These foremen are the direct contact of upper management with these workers in the departments. They are in number approximately 1100. Now, based solely upon the number of people who have or could have authority, these foremen are of vital importance to upper management.

Mr. Houston: In carrying out the policy of upper

management.

37

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Mr. Dahling: That is the point, and important in this particular case because they are the ones who are in direct contact with the workers. They are the ones who interpret and carry out through the workers the policies of upper management. They are the ones who have the power and authority, we'll say,—we will use the word "recommend" although this case is filled with testimony that a recommendation of a foreman unless it is contested by the union under the union contract is invariably carried out, and goes through automatically. But use the word "recommend" they have the right to recommend the discharge, the removal from the rolls of these workers. They have the right to discipline these workers.

Now, of course, in any large organization you must apply discipline generally on the same basis. You can't say in one department that if a man is drunk he should be laid off for a week and in another department next door that he is only laid off for one day. There are certain rules and regulations which these foremen carry out. In a discussion with Mr. Nelson I think that the distinction between a grievance and carrying out discipline was not fully established. These, foremen have a right to discipline. They

have a right to recommend discharges that are carried out. They have a right to recommend promotions and they are carried out.

There was one case in this record where one of the foremen made certain recommendations. The union objected and protested that Packard had not done right by the foreman because it was some time afterward before the recommendations of this foreman that certain of his workers should be made assistant foremen were carried out, that they were eventually carried out. The recommendations are being given great weight and they have to as a matter of necessity be given great weight. They are the only source, the only contact of upper inanagement. These people who have those duties and responsibilities must act as individuals and their loyalty must be undivided.

We take the grievance procedure. That is set up in the contract, with the worker. Under that grievance procedure the first step is with the foreman, the steward of the union is to contact this foreman. And this record discloses that the majority of all grievances are settled at that step. In practice there isn't even any written grievance report in the first instance. Frankly, it was thought that it would be better to keep it on an informal basis and have the matter discussed between the foreman and the steward.

Now, if, however, the steward or the man involved is not satisfied with the ruling of the foreman then the steward can take it up to the next step of the grievance procedure where the chief steward appears and some one from the Industrial Relations Department of the company. If again the worker is not satisfied, or if the union is not satisfied, it goes to the Plant Committee of Three, appointed by the Union and a management representative. Now, that is the ladder that the grievances follow, but in the first instance the foreman is the contact with the worker and settles the majority of those griev-

The Chairman: May I ask you a question there?

Mr. Dahling: Yes sir.

ances. We can't afford in industry-

The Chairman: Someone said that practically all of these things were disposed of by the management through rules. Is that true at Packard?

Mr. Dahling: Grievances, of course, may be of many different types.

The Chairman: I will just throw them all in a lump together—

Mr. Dahling: I think, Mr. Nelson had in mind matters of discipline. There are rules, not only at Packard, but at most other companies, a set of rules in connection with disciplinary matters. In other words, if a man comes in drunk, if he commits some other violation of this particular rule the penalty is so and so and is applied and that

of it and carries it up through the grievance machinery. Now, in those cases where no rule has been adopted then it is up to the foreman to exercise his discretion in connection with that particular matter.

The Chairman: In connection with Mr. Hudson's (?) statement, I want to know in how far management laid down the rules and standards which are kept in force by the forementand in how far there were no such rules and standards so they went on their own and made recommen-

dations that are ordinarily accepted.

Mr. Dahling: The only rules that are laid down at Packard have to do with matters of discipline and I think there are about 14 or 15 different types of violations of company rules with the penalty which should be applied runs anywhere from one day off to a discharge. Those are the only written rules. On the other grievances matters there the foreman has to exercise his discretion in making his settlement and if he makes a settlement that is final as far as the company is concerned. The workers, however, may take it into the union grievance procedure.

The Chairman: Well, the thing I am interested in is what do these grievances amount to if these other things which call for discipline are going to become the rule. Do you have 25 cents coverage, 50 cent coverage or 75, 90, 95

or what is it?

41 Mr. Dahling: We have no figures in the record on that. The record, however, I believe, discloses that whether the grievance results from the application of the penalty for violation of the rule or results from the fact that the worker is dissatisfied for some other reason. Practically all of them are taken care of at the first step, but how far you would divide these matters of discipline,—

well, an objection might be raised about the type of work the man was doing, the way that his machine was operating and things of that character, there is nothing in the record.

The Chairman: Well, of course, we have no rules for promotion or transfer. Suppose that Tom is promoted to a more skilled job carrying higher wages and Dick thinks he should have got that promotion, what do you do there?

Mr. Dahling: Are you referring to a foreman?

The Chairman: I am referring to the man who earns his bread by the sweat of his brow, the rank and file.

Mr. Dahling: Well, if you are referring to the rank and file, of course, the contract, theoretically, he deals that matter with the company. Now, if the union thinks that that is a grievance and that should not have been taken through the course that it was, and now I have departed from the question of the ordinary provisions of the contract. They must of course be followed.

The Chairman: Yes.

Mr. Dahling: But if it is a matter that would not be covered by seniority provisions of the contract then the union people can take it through the grievance machinery, take it up with the foreman and so on up the line.

Now, where you get to your foremen however, the recommendation for promotion or demotion of, we will say, an assistant foreman,—and by the way, there are four types of foremen mentioned here. There are only three at Packards. The general foreman, the foreman and the assistant foreman. There are men who are called special apprentice men. They have qualifications of foremen. They are used as foremen or they are used as trouble makers, but we make no claim that they are not in the classification of foremen.

The Chairman; They substitute for the others.

Mr. Dahling: They act more or less as production workers. They overlap.

Now, if it is a case of a demotion or a transfer of a foreman the general foreman is the one who makes the recommendation and this record will disclose that those recommendations are almost invariably carried out. In other

words, the foremen, the general foremen will recommend that a foreman be transferred or be demoted. That goes to the superintendent.

The Chairman: Cases of demotion then start with the

general foreman?

Mr. Dahling: They start with the general foreman. He has a right to recommend.

The Chairman: And nobody else!

Mr. Dahling: No one else, and if it came to a showdown I suppose someone further up the line in collaboration with the foreman could.

The Chairman: I am talking of the group of foremen at

the different plants.

Mr. Dahling: The group of foremen-

The Chairman: That is the general foreman is different from the other foreman in that he has this right to recommend promotion.

Mr. Dahling: And the foreman under him has the same

right with respect to the assistant foreman.

As the foreman in this case testified it has to work like an army. You have to have your petty officers and your officers and the orders have to come down the line and they have to go back up the line. The assistant foreman, unless he is in charge of the department, would merely make verbal reports to this foreman and if he happens to be in charge of the department he then can send through recommendations the same as any other foreman.

The Chairman: You have a contract with the U. A. W.?

Mr. Dahling: Yes, sir.

The Chairman: Both your foremen come from the rank and file? Does that contract say anything at all about what happens to a foreman when he is no longer needed,—he doesn't fit? Does he return to the rank and file?

Mr. Dahling: He returns to the rank and file and loses

no seniority by the transfer.

The Chairman: Does his seniority still go on while he is a foreman or it is that the clock stops when he becomes a foreman and then you wind it and it starts again?

Mr. Dahling: It accumulates its seniority while he is

a foreman and he takes back semority when he goes back to the rank and file. That is the interpretation of the contract.

The Chairman: The demotions are cared for in that way, that is, the grievances—

Mr. Dahling: That is the interpretation of the contract

I am told by the C. I. O.

Mr. Reilly: Mr. Dahling, a moment ago when Mr. Houston was questioning you about the right of the union involved here to be heard on promotion saying that they had nothing to do with promotions to foremen's positions. That is simply because they are outside the bargaining unit prescribed by this collective agreement which you have now? Isn't that so?

Mr. Dahling: Well, that's true, of course. The C. I. O. union has nothing to say about who management will promote from the ranks. That is a matter of the management.

Mr. Reilly: But my point is that that is outside the

5 collective agreement?

Mr. Dahling: That's true, I presume, and that, of course, is one of our fears and I don't think it is without foundation, that if this unionism continued up through the ranks these things are going to appear. There have been strikes before and there will be strikes, because of that same situation, that so and so should have been promoted and he wasn't promoted.

Mr. Houston: Well, after the refusal of Packard and other companies to recognize the Foremen's Assocation or

the foremen's group for bargaining purposes-

Mr. Dahling: It is our very definite position, sir, that it has not led to a strike. The union methods, the union organization, the War Labor Board Panel Report,—if you Gentlemen have not read it, specifically finds that the foremen had no substantial grievances.

Mr. Houston: Didn't they also say that the relation between the foremen and management was rather weak!

Mr. Dahling: They pointed out certain things that perhaps could be corrected, but they did find that there were no substantial grievances of foremen and they also found—

Mr. Houston: Well, if they had no grievances or problems what are they in here for?

Mr. Dahling: They are in here because certain opportunists, sir, thought it was a fine opportunity to organize a group of men.

Mr. Houston: Well, I don't agree with that statement, but then you have a right to say it, but in the Packard case when you had an election in Detroit, as I recall the vote it was about 498 to 2. Now, do you mean to tell me that the 498 were wrong in wanting to organize? They

had no problems? .

Mr. Dahling: In Detroit as elsewhere propaganda will not only wear down resistance but will bring about organization. I suppose in Detroit there are more isms per square mile than anywhere else. Certainly, if a foremanif it is going to cost him \$2.00 a month to belong to an organization, and particularly if that foreman is more or less union minded and because of the stress and because of the strain on getting out this, war production he has not been given and could not have been given the proper instruction or as much instruction as he properly should have been given will pay the \$2.00 and go along with that particular union. That is not the question that is involved here, sir, as I see it. The question involved here is whether or not management should by an order of the government be unionized. It is our position that that should not bedone.

Mr. Houston: You don't think it would work if it was

Mr. Dahling: I don't think it would work.

47 Mr. Houston: Do you have guard units at the Packard plant?

Mr. Dahling: We have guard units.

Mr. Houston: Do they belong to the same union?

Mr. Bahling: They are a separate unit of-

Mr. Houston: They belong to the same parent unit?

Mr. Dahling: The same pagent unit.

Mr. Houston: What trouble do you have because of that? Mr. Pahling: I will say that we have had no trouble with that unit at the present time but it not only might happen but there is quite a distinction between a guard and a man who is the right-hand of management in carry-

ing out management's policies or the night-hand of management in connection with-

Mr. Houston: You opposed the guard unit, at the same

Mr. Dahling: We opposed the guard unit at the same time.

Mr. Houston: Now you say they have worked and they have had no trouble.

Mr. Dahling: It has worked up to date. We are dealing with potentialities. We have only one case here, the Ford case, which has been gone into by this Board somewhat through the questioning of Mr. Nelson and Mr. Keys. There is nothing in the record on this Ford case. I don't know what would be shown if you made a complete study of that case.

I do know this, sir. I know that the Packard Motor Car Company has been in business since 1903. The

Packard Motor Car Company has dealt with unions. The Packard Motor Car Company knows what these union principles are. The Packard Motor Car Company is interested in only one thing and that is putting out war production at the present time and putting out a car in peace time that can be sold at a price so that it can employ people.

Mr. Houston: Well, its great production has been madduring this war. Do you think that the unionization of

the workers would help or hurt?

Mr. Dahling: I wouldn't care to answer that question. I don't think the unionization of workers.—I do not personally think, that the unionization of workers had helped, no. And I don't think that it is because of the unionization of the workers in itself. I think it is because of the way the workers have reacted, or rather the leaders have reacted to the authority that they now assume they have and the power they now have but I wouldn't care to get into a discussion of that at the present time. I believe it has affected production—

Mr. Houston: Adversely!

Mr. Dahling: Adversely, yes.

Now, I have taken more than the time allotted;

The Chairman: You have 32 minutes.

Mr. Houston: May I ask just this one question?

49 In the event the Board should go ahead and find the unit here for bargaining purposes among the foremen would you be in favor of the four levels or one unit.

Mr. Dahling: We could never be in favor of the one unit, because we think it is fundamentally unsound to have a man who has the right to recommend the demotion or the promotion of another person in the same union with the person over whom he has that power and authority. We think it would be just as bad as if you would order us to admit into membership in the maintenance workers union these foremen.

Mr. Houston: Well, as long as the foremen are organized independently don't you think that would work better than if they were affiliated with the rank and file.

Mr. Dahling: The pressure would be entirely too great.

Mr. Houston: Has that been true in these other industries where by tradition the foremen have been included with the workers?

Mr. Dahling: These other industries, sir, were not before the Board. I frankly am not familiar with them. I think the War Labor Board adjusted that. They had not even gone into it but they did point out that even in those unions there was no interference at all with the hiring and discharge of the foremen by management. That was not a matter in which the union in which they were members

took part. I can't speak from experience with respect to those unions. I can't speak for the automotive people.

The Chairman: I think you cited that before,

Mr. Dahling: I am merely quoting the War Labor Board. The Chairman: Yes.

Mr. Dahling Their finding in that matter/ I have had no personal experience—

The Chairman: In the printing trade you do find objections to discharges—of the foremen.

Mr. Dahling: Whatever may be the situation in the printing trade the automotive industry is not the printing trade.

The Chairman: No.

Mr. Dahling: We know what the situation would result in if-

The Chairman: You were talking about big industry as against shops.

Mr. Dahling: As against shops and as against crafts and as against craft units. I am sorry I didn't have an opportunity to go into these matters—

Mr. Reilly: It has been suggested by some commentators that a method of meeting this situation might be for this Board to certify independent foremen's unions. Have you any comment on that, sir?

Mr. Dahling: We feel frankly that this union did not want independence. I turned down the possibility.

51 Mr. Houston: Do you have any proof of that?

Mr. Dahling: We believe that there is in the record proof of the fact that the result will be that they will be dominated or taken over.

Mr. Houston: Isn't that speculative?

Mr. Dahling: Mr. Donovan is going to discuss that matter and I will refer you to him.

(Discussion off the record.)

ORAL ARGUMENT OF MR. PERCY DONOVAN.

Mr. Donovan: Gentlemen, there are only two things that I had rather wanted to discuss. One of them however was on a question that Mr. Houston asked with reference to the alleged independence of the F. A. A. the petitioning union here.

It calls itself an independent union, it petitioned as such, and as a matter of fact both at this hearing and before the War Labor Board Panel hearings the petitioning union sought to picture itself as something a little different than a regular union like the C. I. O. and they made a mild approach. They emphasized social and fraternal features and that sort of thing, feeling that that would appeal more to governmental agencies from whom they were tasking concessions.

But I think it is necessary to look at the background and the setting in which the Board must decide the ques-

52 tion of representation involved here as far as the Packard Motor Car Company is concerned.

The Chairman: May I ask you a question there?

What findings did that Commission of Three arrive at? Mr. Donovan: Their panel's conclusions in the discussions on that particular point were that it was speculative. I think I could almost quote whether or not the F. A. A. would be able to remain independent is uncertain or speculative.

The Chairman: Now, let me ask another question.

Mr. Donovan: Yes, sir.

The Chairman: Suppose that this organization were certified as the result of Board procedure here and later certified as independent and then later became affiliated and became dominated, could the Board take care of that by decertification?

Mr. Donovan: I am going to answer that question at

length if I may.

The Chairman: Well, you dent have enough time for hat.

Mr. Donovan: It is rather difficult to deal with this question of independence which I regard as highly important.

For instance, Mr. Chairman, this Board has had this equestion before it of the significance of the independence of a petitioning supervisory union. Of course, in the General Motors Case the Chairman's own observation in the

Maryland Dry Dock case further emphasized the importance of the independence of a petitioning union

of supervisors. In that case the Chairman observed as follows: "I believe that in the interest of efficiency its determination as to the boundaries of the appropriate unit the Board may in its discretion require that supervisory and subordinate groups shall be independent of one another." And you quoted some detail. Then the Chairman said: "Hence, I would be inclined to concur in the dismissal of the petitions in this particular case if the decision to do so were predicated upon the petitioning union's failure to make proper provision for organizational autonomy of the supervisors whom it seeks to represent."

The Chairman: I am quite familiar with that. I would like a more definite answer to the question I asked, whether or not while this is speculative, if the thing which



is now speculative became facts and could be proven could that be handled by this Board taking away the certificate?

Mr. Donovan: I think that question may never arise and because this union is not in fact now independent, and it could never become or remain so.

Mr. Chairman, this union lives and has its being in the shadow of the C. I. O.

The Chairman: Would you say it is speculative-

Mr. Donovan: Well, but you asked my view. I am giving you my views and I can give you some reasons why that is true. It is not independent now.

The Chairman: I read that report and I remember

what they say about it.

55

Mr. Donovan: They expressed doubt that they could remain an independent organization. I would like to—

The Chairman: Well, now, just assuming that is correct, I want an answer to my question whether or not this Board couldn't decentify an organization which had been certified as independent and then became affiliated with an organization of the rank and file?

Mr. Donovan: You mean what should the Board do?

Mr. Houston: No. Could the company file a motion with the Board for decertification?

The Chairman: Would the Board have that power? Can't the Board undo what it has done?

Mr. Donovan: I suppose the Board, if it could reverse its position in the Maryland Drydocks case could probably entertain a petition to reverse other matters and make some changes. They could entertain a petition to express the opinion on the legality eventually of their action, and the refusal to bargain if one followed would be very speculative.

The Chairman: Well, the Maryland Drydock case is not involved when you have questions of rates and so on. We certified certain organizations and then there have been

objections and further hearing and it has been moved to take away the certificate because of thus and so.

Mr. Donovan: I think the Chairman could decide that question right on the record of this case, right now, as to whether or not F. A. A. is in fact independent, and find

that it is not so, and has no hope of becoming or remaining independent.

Mr. Houston: What is that, because it is in the shadow

of the C. I. O.

Mr. Donovan: Mr. Houston, it is because the C. I. O .--Detroit is not only the mass production capital of the country but it is also the home of the powerful and the mighty C. I. O. They hold the production workers' contracts for all the companies involved in the Foreman's case including the Packard Motor Car Company, of course. They control the rank and file workers. The foremen are the first line contact of management. It is their only means of control and their first means of control over that mass of workers, all of whom are members of the C. I. O. The C. I. O. has a great stake in watching very carefully what the foremen do. They have had a great interest in drawing them into the full current of the labor union movement the better to secure their cooperation or if necessary to control them. They issued circulars of a cheering and applauding sort that the foremen were They are still a young organizagetting under way. tion.

The Chairman: Was that the International or Local?
 Mr. Donovan: Well, they were issued by various
 C. I. O. bodies, not the International. Michigan C. I. O.

Council was one:

The Chairman: As I recall the particular reports it was first a case where a foreman picketed and he was disciplined by the C. I. O. organization. And it was said that the foremen being organized would go through picket lines established by the rank and file.

Mr. Donovan: Our record contains definite evidence of the fact that picket lines were not run by the rank and file and that was one of the additional reasons why the

plant had to close.

Now, Mr. Keys has recognized his timidity and and uneasiness about the C. I. O. so much so that he found it necessary to go down to Cleveland and talk to the top C. I. O. men who happened to be assembled in the Notel Statler at that time in Cleveland and he said that he was assured by the C. I. O. of nothing but their moral support

at that time but when he was pressed in the hearing before the Board he said,—he added, and I am quoting it: "Of course, the C. I. O. is a big organization and I don't know everything that goes on out in the field." Well, there was quite a bit went on out in the field. Young as this F. A. A. organization is it timed and synchro-

nized a series of strikes in the Detroit area in May at Briggs, Packard, Chrysler, and the other

plants I have mentioned.

Mr. Houston: Why?

Mr. Donovan: Why! Because the foremen were handed a lot of organizational grievances that they never knew they had and got all steamed up and drawn in by astute organizers and all of them went out on strike. And the foremen, Mr. Houston, in the plant that didn't go out on strike were fooled by the C. I. O. They pounded on desks. They stopped working. They stood around in groups singing. They shook dice. They booed Army and Navy Officials. They came into the plant trying to restore—I am talking about the C. I. O. now helping the objectives of the foremen's strike now. And the Army authorities had to close the plant because they wouldn't allow production to proceed under those conditions.

Mr. Houston: Would the foremen strike primarily be-

cause the company refused to recognize them?

Mr. Donovan: That's right, and that was the objective,—the union objective of the F. A. A. and it is not the indi-

vidual objective of many.

Unfortunately, Mr. Houston, the kind of material that is in Mr. Nelson's brief and the kind of material in Mr. Keys' radio speech was to such an extent full of propaganda which created and engendered in the foreman a hos-

58 after a time they were able to converte even some \$7,000 a year foremen that they had a grievance. The union told them they had.

Mr. Houston: Well, you will agree-

Mr. Donovan: And they thought they were the forgotten men. So, it isn't too hard to get an organization started.

Mr. Houston: Do you agree that the foremen in Packard have done a reasonably good job, competent job!

Mr. Donovan: We think they have and we think that that situation ought not to be impaired.

Mr. Houston: Well, has it been impaired up to this time? Mr. Donovan: We could find trouble in the recognition of the going strength of the Foremen's Union if it is given collective bargaining rights. The situation is going to get plenty worse if this Board awards them collective bargaining just like a regular union, like the C. E. O. has and that is just what they want and that is the only thing they want.

Mr. Houston: What would you suggest to cure this industrial strife, strikes and so forth?

Mr. Donovan: I suggest that the Board look at the employer's side for once instead of the Union's side. Every time the union has an objective and some leader has a group of men and the employer doesn't buckle down and say: "We will do this and we will do that" then it is the employer that is causing the strike. Employers and execu-

tives are having their hands full at Detroit today trying to get out production of war materials to help a government that is in a war and there are a lot of citizens over there in uniform have voted in places like Holland and along the border line of France and Germany doing what they are doing for \$75.00 a month without any overtime, no night work and all that sort of thing and they haven't any security.

Now, we have to spend weeks and weeks listening to grievances which foremen individually do not really have, organizational grievances, Mr. Honston, which have been handed to them by an organization and which they have been sold on, and they have sought to draw these foremen into the full current of the labor union movement and Mr. Keys is well aware of the fact that the C. I. O. was watching it very very interestedly. And their action in the past in aid of the foremen's strikes illustrated and demonstrated the close cooperation between that powerful organization and the foremen. And that is one of the reasons why they are not now independent and can't remain independent.

The Chairman: Is that all in the record?

Mr. Donovan: These things are all in the record.

The Chairman: Of course, we always read the record.

Mr. Donovan: I have not referred to a thing that is not in the record, Mr. Chairman.

The Chairman: And we will read it carefully. Now, you have used 11 minutes, and you said you had two points you wanted to make and you made one.

Mr. Donovan: Well, I did want to refer to Mr. Nelson's brief. There are just one or two things.

The Chairman: My point is that it is getting late,

Mr. Donovan: May I refer to just two things? They are very short. They will take about a minute.

The Chairman: Very well.

Mr. Reilly: Mr. Donovan, there are just two points that have been raised that I wanted to ask about. Irrespective of what causes these strikes it was apparent from the nature of them that they couldn't have been effective unless the U. A. W. at least cooperated to the extent of forbidding any of their members to take the places of the striking foremen?

Mr. Ponovan: That it could not have been effective?
Mr. Reilly: Yes, unless the U. A. W. had cooperated.

Mr. Donovan: Conditions vary but little as between some of the large plants. At the Briggs Milwaukee Avenue plant, for instance, the foremen were able to close that plant without the assistance of the C. I. O. workers by the use of lead pipe tactics including the compalsory sleeping in the plant of the superintendents who were afraid to go home or outside of the plant. They got most of the foremen out of that plant and it wasn't until the last day

of the strike in that case that there was any picket line and the plant was closed because on Saturday and Sunday the C. I. O. declined to run the picket line. At other plants there were closings not caused entirely by the C. I. O. but because of the lack of supervision.

Of course, the CAL O. moved any foreman who didn't want to strike and come in and there were quite a few of those. And they made it practically impossible for them to function, and, of course, that assisted the strike.

Mr. Keys, on the record, says that he recognizes the value that it has for the forement on strike to have the

C. I. O. decline to allow a rank and file man to be promoted during a strike because, of course, if they can strip the foremen out of the plant it is pretty hard to run a plant without foremen.

Mr. Houston Do you think that the C. I. O. people are in the A. F. of L. and that there are A. F. of L. people

in the C. I. O.?

Mr. Donovan: I don't think we have to decide that ques-

tion on this record or in this case, Mr. Houston.

Mr. Houston: No. But you are talking here that they are living in the shadow of the C. I. O. Is the C. I. O. going to reach out and take them over if they want to?

Mr. Donovan: I can't see very much difference between a man or foreman who is a member of the F. A. A. and a member of the C. I. O. They are almost interchange-

day able so far as their interchangeability so far as their active cooperation with each other during the foremen's strikes, state that a great variety of Detroit plants at the same time and for the Union objective of the Foreman's Association of America, the petitioning union here, which was to force concessions, namely, collective bargaining and a contract, and that is why those strikes were staged. There was no hesitation.

Mr. Houston: Now, in Chicago, in the first Montgomery Ward case, it is my understanding that the Teamsters' Union or the A. F. of L. were sympathetic because of the C. I. O. and financially helped them. Are they going to

take them over?

Mr. Donovan: We don't think that they will. If they don't come and cooperate they will, sure, and you won't have any F. A. A. independent. They are not independent now.

. Mr. Houston: You haven't offered any proof here yet

that they are not independent.

Mr. Donovan: Well, Mr. Houston if you are willing to read the record there is certainly factual proof that you don't have to speculate on as to the relations between the C. L.O. and the alleged independent with the F. A. A. If there were time I could read it. It can't be done in a minute. But it is there.

The Chairman: We will read that.

Mr. Reilly: It was intimated here that the possible solution for keeping this union independent might be that you have the certification state that this union will remain the bargaining agent only while it was unaffiliated and really independent. Now, do you think that this Board in the light of the majority opinion in the Federal-Trucking case and Hudson and Packard cases on guards, where the majority of the Board declined to—or rather held that it had no power to say who the bargaining agent could be. Do you think the Board could enforce something like that in the Foremen's cases?

Mr. Donovan: Are you asking, Mr. Reilly, if I believe in view of the Sixth Circuit opinion that you refer to,— Mr. Reilly: I was speaking of the opinions of this

Board—But the point I am speaking of wasn't squarely passed upon there.

Mr. Donovan: Are you asking me if I believe that the Board has the power if they should make an order certifying the F. A. A. that it simply subsequently came to their knowledge or information otherwise!

Mr. Reilly: Yes.

Mr. Donovan: Well, it seems to me that the Board is confronted—our candid position, Mr. Reilly, is that a union of supervisors is inappropriate whether it is independent or not but we think that that is peculiarly so if there is a reasonable question about its independence.

And that positione is related to the Sixth Circuit opinion which you mentioned because after all this Board must make some accommodation to the policies of other and equally important Acts of Congress other than the National Labor Relations Act and the national welfare and the public policy involved. And those considerations, in our opinion, make it inappropriate to grant this petition in this case and we think it should be dismissed. We go further than that, Mr. Reilly, and we believe that even within the confines of the National Labor Relations Act itself the Board has not the legal discretion to certify a union of supervision because we don't think it is within the Act. But that we think that within the boundaries that were touched upon by the Sixth Circuit Court of Appeals that they must accommodate themselves to the poli-

cies of other equally imporant acts and to the public and national welfare and that also would preclude them.

Mr. Houston: Do you believe in the right of employes to organize?

Mr. Donovan: Of the rank and file workers!

Mr. Houston: Employes.

Mr. Donovan: Well, now, I don't know what you have in mind by "employes." I believe that the Tank and file workers should organize, Mr. Houston. I think many intelligent men think they would be crazy if they didn't

65 Mr. Houston: Did the principle of unionism get them?

Mr. Donovan: Well, we all agree on that basic principle. I believe any intelligent man would, but not all of us are willing to go as far as to approve the methods of union leaders and the elements which appear to have controlled them. I think they have been emboldened and allowed to go a long way and that has been a bad thing and now they are drawing the foremen into that same situation and the foremen will find themselves, willy nilly, doing things that they never meant to do. They are being drawn apart from management and this thing is creating a hostility that they don't feel, the individuals themselves, at all.

Mr. Houston: Well, the average foreman is not intelligent.

Mr. Donovan: He is not intelligent?

Mr. Houston: I say he is intelligent.

Mr. Donovan: We think so, by and large.

Mr. Houston: Why is he so easily led and strayed over

Mr. Donovan: Well, men don't like to be pressured every day at the bench. You will find men who will have an appeal made to them by a lodge—

Mr. Houston: You just boil down,—you don't admit the foremen have got any grievances at all, that would entitle

them to bargain or organize.

66 Mr. Donovan: I think the foremen are one of the best off groups in the country today, that they haven't any real grievances, that they are extremely well paid, that they are treated with consideration and respect

and care by management and valued and prized by management. They are the source of management's higher executives and to split them up into a separate union and put them in the union current and give them separate interests and a separate loyalty to satisfy is inappropriate.

Mr. Houston: Well, they are not the part of management, are they, that they should share in the bonuses put

out by the management?

Mr. Donovan: Well, I don't regard that as anything that justifies collective bargaining and unionism.

Mr. Houston: You have got collective bargaining on the

part of management.

Mr. Donovan: You are talking about bonuses, Mr. Houston. That's all a question of compensation. Now, the foremen are they underpaid in the pinion of the Board?

Mr. Houston: The company sets a policy. They set all the policies. They decide to vote a bonus to management. These fellows are part of management but they get no part of the bonus.

Mr. Donovan: These men are not underpaid. There is no question why bonus should have the consider-

37 ation of the Board.

Mr. Houston: Well, it might be that the manage-

ment is underpaid, the top management.

Mr. Donovan: There has been no suggestion by the Board, so far as I know, or by the War Labor Board that the foremen as a class were underpaid. They placed them in the lower grade of the income bracket.

The Chairman: You have used 20 minutes. I will give

you ten. That's enough, isn't it?

Mr. Donovan: Well, I'll.do my best.

The Chairman: Thank you.

Mr. Nelson.

ORAL ARGUMENT OF MR. NELSON

(On Rebuttal).

Mr. Nelson: Gentlemen, I will be very brief about certain things here on the record.

I think Mr. Dahling fell into the error of claiming that promotion of maintenance and production workers could

be recommended only by general foremen and I want to say briefly that the record doesn't support anything of the kind. Any foreman may recommend the promotion of a maintenance and production workers.

Now, as to promotion of foremen I think also anybody may recommend. The ability to recommend, if it is an ability, or power, is practically universal in the Packard plant and in industry, mass production industry, in general

eral.

ord made here the guards have succeeded to a great deal of the previous power of foremen in the matter of discipline, and the record clearly so shows, that the word of the guard as to what a maintenance or production or foreman does is practically the controlling thing. So the wer of discipline is not only passed out by virtue of mese rules out of the hands of the foremen and by reason of other departments but it is passed into the hands of guards and so if any objection could have been made to that aspect of foremanship as against an organization to be certified here it would now be more appropriately made as against the guards.

Mr. Houston: Well, has the work of the guards deteri-

orated any since they have become organized?

Mr. Nelson? I would answer that emphatically in the negative and the company doesn't make successfully any such contention certainly on this record. But I think generally it is true that the organization of the guards has caused their work to deteriorate. On the other hand, more confidence and more power has been placed in the hands of the guards in the Packard plant since their organization and since the affiliation of that organization with the C. I. O. than ever at any time before. I think that is a true statement on this record, and I am sure that it is true in fact.

Mr. Houston: The spirit of unionism hasn't affected

69 their work any?

Mr. Nelson: Of course, it hasn't. If it has affected it it has improved it because it has made those men secure in their positions to the point where they can level an accusing finger at other men who are backed by adequate

power in the plant, namely, by the same union that they are members of by affiliation and that you get there a man accusative in the guards position because the proof of the need of discipline is in the hands of the guards in the Packard plant in a peculiar sense. Now, the guard is backed by the power of the same union as the man against whom he levelled an accusing finger and therefore he feels secure in doing it. He performs his duty without fear.

Now, the foreman needs to be put in something like the same position in a feeble organization, as my brother described it, feeble in everything but imagination.

Now, one other matter here about the productivity in the plant. The C. I. O. has been practically one hundred percent organized in maintenance and production workers including the guards in the Packard plant. The foreman of an organizable level have been organized in one chapter practically one hundred percent,—and 'they don't deny it—for two and a half years and the Packard Company again and again and again in its specialized kind of pro-

duction and a very critical line of production has been cited again again and again and again for production.

Now, in the face of that record they talk here about organization, the union spirit interfering with production. Why, when these mistaken men get out of the way and give union organization a chance in this country we will show them what we can do in the way of production, but we have done pretty well so far in the face of this anti-union spirit and this opposition to the spread of the feeling of one man for another that is the essence of unionism.

And then we, of course, come to the talk about not being independent. Of course, I want to be frank with this Board about this. Please lay some stress on that characteristic. Though, it ought not to be the determining characteristic, perhaps, as some other union contends. We don't care to get into any controversy about that. What we say is that this record established beyond any peradventure that the Foremen's Association has at all times been and is now absolutely independent. Whatever that means to the Board the fact, I think, is established by the record. Now, a small organization in the fight that we

have been efigaged in about the first of every month we wish we had a financial angel, but the other 29 days of the month we get along without one. After we get our bills once paid then we hobble along to the next impediment and, we haven't got any sugar or anything of the

kind and there isn't a scintilla of proof in this record. In the shadow, yes. The foremen will

always be in the shadow of larger numbers.

Mr. Reilly: You speak of no proof in the record. Wasn't that because the Trial Examiner rejected certain offers of proof as being irrelevant?

Mr. Nelson: Well, that wouldn't be proof, Mr. Reilly.

Irrelevant, or hearsay or something of that kind.

Mr. Reifly: Well, what I am getting at though is: you are now making the argument that there is nothing in this record that shows your union is not independent.

Mr. Nelson: That is right.

Mr. Reilly: Now, I am not saying that the record shows that your contention isn't so, but wasn't there evidence offered to show that close collaboration with the C. I. O.—wasn't there evidence offered to show that support of the C. I. O. in these strikes had been sought and received?

Mr. Nelson: I will admit on the record that when the foremen struck there was a direct and express agreement between us and the responsible C. I. O. leaders that members of the C. I. O. maintenance and production workers union would not be permitted to take the place of foremen. Now, that is a two-way proposition. If they have a strike we will be called on to say that we won't do the work of striking men. But that isn't affiliation,

Mr. Reilly: Well, it is not affiliation in the sense of a formal adhesion to one federation but isn't that the very basic agreement between one union of the building trades and another which makes it possible for the building trades groups, like the carpenters and painters who can be very easily recruited and replaced,—isn't it the existence of a similar agreement of that sort with unions which have a monopoly of the skills like structural steel workers or the electricians which make the union-organization of the carpenters and the painters possible?

Mr. Nelson: Well, I would rather put it "makes it effective."

Mr. Reilly: Makes it effective, yes.

Mr. Nelson: But the object of organization is effective. We are not trained in the school of efficiency by these employers just to forget all our lessons and become utterly inefficient in our own interests. It's a matter of efficiency.

Mr. Reilly: But we are not speaking of that. We are speaking of whether or not the Foremen's Association is really independent in view of the ability to make agreements which go to the very key of the whole effectiveness of strike action, with the principal union and production workers.

Mr. Nelson: Well, I would say this, that that relates really more to the question whether we are a genuine union or a stooge outfit and not to any matter of affiliation or membership. I would say that our ability to maintain ourselves within the limits of our numbers is just as great on that proposition as the C. I. O. and the C. I. O. by the same token when it comes to a strike, we will say, and it comes to the Foremen's Association Chapter President, and says: "Now, look, tomorrow we are going out. Are your men going to step up to the bench every one of whom is capable of stepping up to the bench, which is not true of every man in the level of the maintenance and production workers. We might have trouble finding a foreman among them, but among the foremen they can find a man who can step to every bench if necessary.

Mr. Houston: Do you have any agreement with the C.

I. O. that they will not cross your picket lines?

Mr. Nelson: That we adjust in each plant in each incident. In certain places,—take the Republic Steel,—the maintenance and production workers refuse to cross the foremen's picket line. That is a matter of union spirit.

Mr. Houston: But your don't have any understanding with the C. I. O.

. Mr. Nelson: No general understanding.

Mr. Houston: Don't you have in your Ford contract that you remain independent?

Mr. Nelson: We have an agreement to do so. We incorporate it in every contract.

74 Mr. Houston: And you have it in your constitution? Mr. Nelson: And it is in the constitution and the

constitution is in evidence, in this case.

Now, the acts of like minded men on a field of conflict are something, I think,—they are not aside from this controversy but they don't argue affiliation and they rather on the other hand establish the necessity of a separate agreement in each particular case.

I am bound to say I hope that I will never hear of a foreman crossing a picket line by anything but agreement. We don't want these foremen to be just mere appearances of union men. The essence of union action in a strike is to withdraw labor power and skill from the use of a given employer. And I hope that we won't be faithless to our obligation to our brother worker, and we hope he won't be to us, but as an equal give and take. It does not argue anything of the kind that these gentlemen here argue.

Mr. Reilly: Well, L would agree with that, sir, but doesn't that indicate though the very point that you wish to make namely that these two groups are so independent of each other that there can't be any question of this

problem of dual allegiance arising? ...

Mr. Nelson: My view is yes that it does show that there can't be. In other words, the foreman cannot be as we view the matter properly servants in modern industry in a mixed or a dual organization. They are best served in an independent association like the Foremen's Association.

Now, what I want to make as clear as I know how is that we at the same time are union men just exactly as the carpenters, as Mr. Reilly suggested—the carpenters and the masons alongside of each other—they are in separate unions. They happen to be affiliated but that wouldn't be necessary for the purpose of this argument. They are in independent organizations in unions, that happen to be affiliated. We are neither affiliated nor individual.

Mr. Houston: There is no question but what they owe their loyalty first to management. We admit that. But in

matters of wages, hours, working conditions, then I think they have a problem. .

The Chairman: May I join the remark there-when you

talk about the brother workers-

Mr. Nelson: Sure,—

The Chairman: —and that sort of thing.

Mr. Nelson: I didn't say that as I remember. But I should have.

The Chairman: Yes you did. It is on the record.

Mr. Nelson: Very well, I don't take it back.

The Chairman: They are fellow workers. I thought your position was that instead of being two classes, manage-

ment and the fellows who work down in the mines, that you have got three different groups. You have got top management. You have got these foremen people, their right arms, and then you have got the hands—the hands under them. Now, just what is your position. Do you think that you are intermediate between management and the rank and file or do you think that you are the older brother, and somewhat the stronger brother, those who constitute the hands?

Mr. Nelson: There are the four divisions in modern mass production industry. There are owners, managers, super-

visors and workmen.

The Chairman: Now, I am interested in-

Mr. Nelson; I beg your pardon?

The Chairman: I am interested only in the relationship between the managers just above and the workers just below.

Mr. Nelson: Well, then, this problem-

The Chairman: Do you belong to one or the other or do you have problems of your own that you want to work out by conference and agreement if not by agreement and by arbitration? What is your program?

Mr. Nelson: We have differences with management. We desire to solve those differences by conference through collective bargaining of our group with management. It does not really involve this other at all as far as we are concerned on the organization plane.

The Chairman: But you don't propose to deal with these problems with the rank and file in your contract?

Mr. Nelson: Not at all.

The Chairman: But when they are dealing with them and strikers ignore the picket line you are going to side with them and not with management, that is, you are

Mr. Nelson: I couldn't say that in advance.

The Chairman: I thought you said that a while ago.

Mr. Nelson: No. I said each case for itself. as I am concerned the Foreman's Association-

The Chairman: This is just your personal opinion?

Mr. Nelson: That is right. That is right.

Mr. Houston: Well, what I said, Mr. Nelson, was that I thought the foremen owed their allegiance to manage-There isn't any question about that. They are a part of management, a new part of management, and they . set no policy and that's all right. We expect them to do that. But when they have problems of their own, wages, hours and working conditions then I think they should have a voice.

And then grievances—you haven't said anything about grievances. Management has said this morning that they have no grievances. I would like to know what some of their problems are. I don't mean to go into great detail.

Mr. Nelson: Well, classification is one, rate of pay is Seniority is another. . Promotions, layoffs or re-

hirings are others, what order those things should be done in. As it is now there is complete chaos in that. It is entirely in the hands of the employer. He may do it with regard to merit or wholly without

regard to merit.

The Chairman: You have said two things in one. You have problems of classification and this, that and the other thing, now, I want to ask this question: Can the foreman have a grievance if their wages are good, hours are good, promotion is good, and demotions and such are good and that sort of thing, do you have an interest in having the say about the standards that should be set from time to

Mr. Nelson: The record here shows, as Ray says, there are some men getting \$7,000 a year felt they had grievances sufficiently to take an active part in the Foremen's

Association and voluntarily pay their dues year in and year out, bec. ...e a man who has \$7,000 a year—

The Chairman: You have men in there who belong to

churches?

Mr. Nelson: That's right. And who belong to civic organizations for the purpose of protecting what they have. This man, if he has a \$7,000 job, he has skill, he probably has age, he probably has length of service and he wants to know that he isn't going to be the victim of an arbitrary determination by somebody either on a personal basis or something beside the merit basis, and if he has no other grievance in the world now he has the griev-

ance that he hasn't got a word to say about that, if he isn't organized. He wants to be considered.

Now, there is one other thing,-

The Chairman: That is rather apart from classifications,

overtime, promotion, demotion and so on.

Mr. Nelson: It is in a way apart from it but his device for getting that protection is an agreement setting up a proper classification, proper recognized and enforceable rules with respect to skall and seniority and be gets the protection of a general agreement with the company or the employer and among his own. He is protected from the chiseling of his own. He is protected from the arbitrary power of the employer by an agreement. And he comes into the association so far without any checkoff or maintenance or anything and voluntarily pays his money and takes his part.

Mr. Houston: Well, does he want these things corrected,

or do you want them corrected?

Mr. Nelson: We are willing to help him correct them but it is of no consequence to me personally. They have intimated that Mr. Keys and I have got together and reminded the fellow of his trouble. Maybe we have. But he agreed with us a hundred percent.

There is one other thing I want to call the Board's attention to here about the power to decertify. And it is interesting to note what the Fifth Circuit Court of Repeats said in this case in 15 Labor Relations Reporter, in this case in conclusion that the order

made in that case, the Jones & Laughlin Steel Case, was

without prejudice to an application to the Board or to us to reopen the case should unusual difficulties in that in fact arise in the operation of this bargaining unit intimating that it was the opinion of that court which is the last case I found, of that rank, that the Board and the Court would have the power to retain jurisdiction and take care of anything that happened that was untoward in the matter of experience.

The Chairman: Gentlemen, keep in mind that those who want to be heard this afternoon at 2:30 will divide themselves into two groups to decide who is going to speak and in what order and for what length of time. The Board will give each side one hour beginning at 2:30 and I would

like to have the list.

(Whereupon the Board adjourned to 2:30 p. m. the same aday.)

81 Afternoon Session.

The Chairman: Let us proceed, Gentlemen. Mr. Kunkle of General Motors, ten minutes. (Balance of the call off the record.)

I will recognize Mr. Jeffery first and then return to the

regular list.

ARGUMENT OF MR. JEFFERY.

Mr. Jeffery: If the members of the Board please, I represent the National Association of Foremen which is an organization more than twenty years old with 16,883 members as of January 31st, 1945, organized in 110 units in 94 cities in 31 states. That organization's membership is composed of 79 percent foremen. May I use the term "working foremen," 8 percent engineers and technical men and the other 13 percent men in higher supervisory capacities. That organization, by the terms of its constitution and by the action of its members and officers is opposed to collective bargaining for foremen. It would like to go on record and we have asked permission and received it to file the statement on behalf of the group. Thank you.

Mr. Reilly: Has the matter of the foremen's controversy become very much as a matter of issue before this Board and the War Labor Board?

Mr. Jeffery: Yes, Mr. Reilly, we have had, of course, a constitution since 1924. In 1938 this was an issue even then and at that time the charter or the constitution was specifically amended to provide in writing for the stand which I have just described.

The Chairman: In 1938?

Mr. Jeffery: Yes, sir, and more recently as late as in January of this year while in deference to the wishes of the administration and very properly so no national convention was held. The directors met and reaffirmed that action. The convention itself was waived by reason of transportation.

The Chairman; Where was the organization set up and

under what condition? If that is a fair question.

Mr. Jeffery: This organization grew out of what was known as the Ohio Federation of Foremen's Clubs and they existed in the years of '21, '22 and '23. There began to be so much interest evidenced in the organization that in 1924 they decided to make a national organization out of it. It was incorporated then as a corporation not for profit under the laws of the state of Ohio and it has had a continuous and steady growth from that time on. It has existed in periods of depression and prosperity and throughout the war period and it grew out of that original Ohio organization.

Mr. Houston: Now, your organization is opposed to foremen organizing and bargaining collectively?

Mr. Jeffery: They are opposed, Mr. Houston, to foremen's organizations bargaining collectively.

Mr. Houston: They are not opposed though to their joining your organization?

Mr. Jeffery: They are not opposed to them joining any organization Mr. Houston, that does not permit collective bargaining by that group.

The Chairman: I suggest that you follow the order that you followed this morning. We will hear the men on the labor side first, and then the industry side second

Mr. Thatcher, you were first on the list.

ORAL ARGUMENT OF MR. HERBERT S. THATCHER.

Mr. Thatcher: I will be very brief, Mr. Chairman.

I am appearing on behalf of the American Federation of Labor. The American Federation feels as far as the particular merits of this particular case is concerned that the unit as requested should be granted. We feel that the Board is not at this time prepared to permit the foremen to be organized into the large International organization, but they should at least be accorded the right of independent representation. We feel that is the minimum that they can and should be granted.

. In case the Board has any doubt on the subject I can state that the A. F. of L. has no intention of taking over

this group. So there should be no problem there.

Mr. Houston: Can a union of foremen be independent f Mr. Thatcher: Well, now, do you mean can they be in-

dependent insofar as their relationship with the

84 employers is concerned or what?

I don't see why they can't be independent. Mr. Houston: You were not here this morning.

Mr. Thatcher: No. Offhand I can't see why they can't

be independent.

Mr. Houston: We heard this morning that they were living in the shadow of a larger union. They could be taken over at any time the larger union saw fit to take them over.

Mr. Thatcher: Well, we have Congress independent liv-

ing in the shadow of the larger unit.

Mr. Houston: But it does have the authority, desn't it, to revoke the certification if they become affiliated?

Mr. Thatcher: I suppose so. Certainly.

Mr. Houston: It could be done?

Mr. Thatcher: It could be done. A petition could be filed and the Board can do quite a few things. I think it could be done, yes.

Now, on the larger question of the right of supervisory employes to form and join unions and engage in collective bargaining, of course, the A. F. of L. subscribes fully and wholly with the principles announced by the Chairman in

the Maryland Dry Docks decision, and we will take every opportunity to urge and request that the Board adopt those principles at the earliest possible opportunity. Wethink that the right of any class of worker whether.

· it be a supervisory employe or an administrative . employe or a plain production employe to form and join unions and engage in collective bargaining for their · economic aid and protection which is too important and too fundamental a right for a Board by a broad general edict applicable to an entire class and without regard to the circumstances of each case to deny that right to any class no matter who they are, and without going into the merits of the controversy that has been outlined in the . Maryland Dry Dock very well, we again say that we subscribe fully to those principles and that the July 1944 Federationist sets forth our further views on the question of supervisory employes. We refer the Board to that issue of July 1944 is the American Federationist. And we urge that the Board grant the unit requested in this case.

Mr, Reilly: I notice on the list of appearances that you put down A. F. of L. and then in front the United Technical Employes, was that you?

Mr. Thatcher: No. I appear for the entire A. F. of L.

Mr. Reilly: Oh, ves.

The Chairman: Now, while you are on your feet and you are well within your fifteen minutes, just one-third way, I would like to ask you to what extent foremen are members of the A. F. of L. organization and are covered by agreements in the building trades and shipping in the

railway work and otherwise with what result from

the A. F. of L. point of view?
Mr. Thatcher: With what result what?

The Chairman: With what result from the A. F. of L. point of view. You represent the A. F. of L.

Mr: Thatcher: As you know, for many many years, in the printing trades, since 1890 and in many other industries in the building trades particularly, among the building trades unions foremen have been required to be membegs of the organization. These organizations, of course, hold subcontracts all over in many big industries. personal experience has been-

The Chairman: They are covered by the agreement?

Mr. Thatcher: They are covered by the agreement, absolutely, and they bargained for it through the union. And our experience is it has been beneficial not only for the foremen involved and for the other union members but for the employer.

I have no doubt the Board has available a leading survey conducted by the Department which is two or three years old, with statistics on that question in which it does relate some early troubles that have been since ironed out and we certainly have found it highly beneficial. I think the problem is one which resolves itself. The employer has a perfect right to fire any foreman or supervisor who neglects his duties. If he neglects his duties to perform

for the union he is neglecting his duties the same as a person on a lathe neglects his duties, the boss has

a perfect right to fire him. His rights are amply protected under the law. There is nothing in the National Labor, Relations Act or in the common law or any other law which in any way which detracts from the right of the employer to discipline as he chooses for any dereliction in duties. So we say why all this worry and bother in the air when we have had practical experience in this problem for many years, why there should be this concern about conflict of duties.

Mr. Houston: From all your experience you haven't found any great division of loyalty between the foremen

and the men, have you?

Mr. Thatcher: No. Not any more than between the production worker and the union. He has got a duty to management too. A production worker or a man on a lathe, he has got to perform his job too.

Mr. Houston: The management is amply protected there. Mr. Thatcher: Amply protected. There is nothing in the National Labor Relations Act to detract from it in the slightest and we think that the right of a person to associate with other persons in the same category of fellowworkers is an important right, a fundamental right. In fact, we are urging very shortly that it is a constitutional right.

The Chairman: Why do you say "fundamental right"?

Mr. Thatcher: I mean a right, for instance, under the Bill of Rights. I am not going to start an argument here on what we are going to argue before the Supreme, Court next month. But that is what we ard advancing and that has been held by the Supreme Court prorata anyway. It is a concomitant with the right of assemblage and speech, a fundamental right. If the Board desires we will supply them with our briefs in the state courts of these cases pending in the United States Supreme Court, as throwing light on the very fundamental nature of the right of persons of any category to assemble into labor organization. As a matter of fact, some of these states have passed laws forbidding supervisory employes to join unions and there is no doubt that they were prompted to a large extent by some of the decisions of this Board in recent years. As a matter of fact, the attornev penerals in those states have relied very heavily on the decision of this Board in Maryland Drydock, to support that type of legislation and its blanket legislation prohibiting any type of supervisory employe without any definition of that term from becoming or joining labor union under a criminal penalty. I think that is going pretty far.

The Chairman: Does the A. F. of L. have any affiliation

among the railway unions?

Mr. Thatcher: Oh, yes, a great number of them.

The Chairman: With foremen as members of the unit?

Mr. Thatcher: There are 42 unions. And again as this labor survey shows, and, of course, it is the fact, almost all of these labor unions still take into membership the supervisory employes.

The Chairman: Are any of them made up entirely of

supervisors?

Mr. Thatcher: I am not certain about that, Mr. Millis.

The Chairman: You will find that one or two of them are organizations of supervisors.

Mr. Thatcher: I don't know about that.

Mr. Reilly: Mr. Thatcher, is it your theory that they have statutory—well, is it a constitutional right to join unions in which there are subordinated as members such as the cases you say, in the building trades?

Mr. Thatcher: Well that is not involved in this case, of course, and I don't think we could decide it is involved here. But the position of the American Federation is that if those persons want to join organizations of non-supervisory employes as they have done for many many years that they should be permitted. The possibilities are that the thing will work itself out by itself. Self-interest will dictate that the union where there is a certain type of supervisory employe would not disrupt its ability to function and so on. That is just worked out as a practical matter very successfully, both for the union and for the

welfare of the employer.

Machinists Union, one of them is spoken of,—the unit is spoken of in the printing trades and the building trades. We very rarely have any cases under this Act quite independently of the Labor Relations Act but all the big industrial units of the A. F. of L. which appear before this Board frequently and in which you have appeared as counsel, you haven't hesitated to file charges of company domination and even cases where an independent union admits foremen to membership.

Mr. Thatcher: That isn't the basis. That might be one of the elements, of course. That might be one of the ele-

ments for finding as you have found-

Mr. Reilly: This controversy doesn't deal at all with the supervisors whose duties are so negligible that they fall below the line that the Board—that the Maryland Drydock case which is the issue here today, dealt with a class of employes conceded to be supervisory, not just the man as a straw boss.

Mr. Thatcher: I appreciate the fact that it is again a

matter of degree.

Mr. Reilly: Yes.

Mr. Thatcher: They really are foremen instead of lead men that should not in any way propagandize them. But it is something that can be determined in each case 91 by the Board and through the process of trial and error the unions will have to learn what the responsibilities and duties of those supervisory employes are

that are taken in. But it is a far better thing to work it out that way than to try to deny them any right of protection.

Mr. Houston: But where you by tradition have included the foremen, for instance in the printing trade—

Mr. Thatcher: The printing trades set the example.

Mr. Houston: By the same token that doesn't permit the management to use those supervisory foremen to discourage membership in the union?

Mr. Thatcher: Absolutely not, and this Board has been

prompt of course in this and we have not objected.

The Chairman: Mr. Donner.

ORAL ARGUMENT OF MR. FRANK DONNER.

Mr. Donner: Gentlemen, my name is Frank Donner. I represent the C. I. O. The position of the C. I. O. with respect to the organizational rights of foremen and supervisory employes is that they are employes within the meaning of the Act and are fully entitled to all the benefits of the Act.

Now, the position of the employers in this case I think is made perfectly clear. The employers claim that they

have a right to destroy unions of foremen, that they
have a right to discharge individuals who engage

in muion activity in behalf of unions.

Now to seems to me that that position is condemned on the face of the Act by legislative history and by the court cases. It is very interesting to me that two of the first cases were the Fruehoff Thailer Case and the Associated Press case.

Now, the Frushoff Trailer case involved a supervisory employe who was discharged for union activity. Now, no one even dreamed of raising the custion of who was an employe within the meaning of the Act.

The Associated Press case is interesting because it echoes with all the arguments that have been made here about invading the management privilege of dividing the allegiance of the individual who joined the union and the Supreme Court there said, and that is in the Associated

Press case, that the weapon of discharge was still available to an employer who was confronted with an individual who refused to do his job as he was supposed to:

Now, in the court cases, every court case in which this issue has come up, the Skinner & Kennedy case, the Christian Board of Publication case, the holding has always been that supervisors are employes and entitled to the benefits of the Act.

Now, that point was raised very sharply in the recently decided Jones & Laughlin case in the Sixth

Circuit, which Mr. Iserman, who represents the Chrysler Corporation here today argued very vehemently to the court that Skinner & Kennedy wasn't good law, that supervisory employes were not entitled to the benefits of the Act.

Mr. Houston; Well, in the Ford case in which the challenge on supervisors being employes had not been upheld

by the courts.

Mr. Donner: Now, if you look at the statute I think the statute is so clear that there is no room for argument. The statute says 'employe means any employe'. But suppose it were more ambiguous. Suppose a situation where there might be some doubt. Now, I don't think there is any doubt here because foremen were even employes at common law. But suppose there were some doubt, let's apply the tests that the Court said were appropriate in the Hearst case, in the Supreme Court.

They said: "Are these the kind of people that need collective bargaining? Are these the kind of people whose differences with their employer creates disturbances in interstate commerce." I think that if you view it from that point of view there is no doubt that these are those kind of people. They have organized a union. They have organized them precisely the same way that every employe organizes. And what is more the Congressional

prediction that denial of bargaining rights to these
94 people will create disturbance have come true with
a tragic accuracy. We have seen the situation in
Curtiss-Wright. We have seen it in coal. We have seen it

Now, it seems to me that if this Board goes on and denies bargaining rights to these people you are giving a fearful hostage to industrial peace. You are saying: "Well, they may be employes but for certain purposes we are not going to protect commerce." Now, I think this Board has done its duty to protect commerce once it finds these people are employes.

Mr. Reilly: Mr. Donner. I grant the foremen's strikes were very serious in affecting war production and are probably outstanding examples of strikes which have arisen over Board decisions but that is the most protracted and bitter strikes haven't they resulted insofar as this hinges upon the Wagner Act resulted out of certifications of unions which the minority union refuses to take the decision and accept it!

Mr. Donner: Well, I am not sure that I know what you are getting at.

Mr. Reilly: Well, the question was the mere fact of a strike against a Board decision, since the statute gives this Board no process against unions, it doesn't necessarily mean that the decision is unsound, does it?

Mr. Donner: I think these strikes show that there is a fairly clear nexus between a denial of bargaining rights and the resort to economic weapons. I think it can fairly be said that if there weren't a denial of bargaining rights that there would be less likelihood of a strike in other situations.

Mr. Reilly: I am drawing your attention to the cases in which the granting of the bargaining right to the majority brings about an equally serious and destructive strike by the minority which is more partial so far as the sinews of war are concerned.

Mr. Donner: Are you suggesting that there are other kinds of strikes and protests against the certification of foremen?

Mr. Reilly: I didn't have that particularly in mind. I merely was pointing out that the enforcement of the majority rule principle of act frequently brings about strikes by the shops with unions which have a preferred position.

Mr. Donner: Well, do you think that those strikes diminish or increase if the Board certified this union in this case or announce the rule that foremen were employes and were entitled to bargaining rights under the Act?

Mr. Houston: Who would strike under those circum-

stances?

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Mr. Donner: I don't know.

Mr. Reilly: I am merely indicating that the mere fact that strikes result from the Board decision is not necessarily—

. Mr. Donner: I agree with that but my point still is

that there is a fairly clear nexus here.

Now, I want to make one other point which goes to the attitude of the C. I. O. in this matter. I think the Board is correct in viewing this as a problem of quarantining the foremen's union, of insulating it to a certain extent from rank and file contacts. But I do think, and the C. I. O.—I want to add parenthetically that we haven't any designs either aggressive or seductive toward the foremen's association. I have heard rumors that we are after them or the we have put the evil eye on them or something like that. Well, it is just not so.

Mr. Houston: Well, do you think that they can remain

independent?

Mr. Donner: Well, this is the problem that we are worried about. We think that these unions should not be affiliated with internationals of production workers. We also think that it would be bad for the Board to impose an absolute autonomy rule which would prevent a union of foremen from affiliating at the top with the C. I. O. or the A. F. of L. and I will give my reasons for that presently. We are prepared to charter separate local industrial unions of foremen. We are prepared to lay down a policy that production unions, production internationals should not admit foremen, but we think that it would be bad-

97 for this Board sitting in Washington to create the kind of legal compression that would force the existence of a new federation because we believe there is some likelihood, and we are afraid of it, that once you form a federation of that character it may then go over

and we think that the problem of insulating the foretion's union doesn't lead-you necessarily that far that this Board in doing that will promote a basic kind of point of view in the American Labor Relations picture. It will create a new Federation of Labor Union, and we don't think that this case or this problem requires that fundamental or kind of treatment.

Now, we think that if you have that situation you may get more profound disturbances than you would if you let the thing go along naturally, that you might get a situation where you have got all A. F. of L. and a go I many C. I. O. production workers or vice versa. In other words, we think that this strict autonomy rule might boomerang on the Board and produce certain disturbances. We don't think that it is necessary for this case.

Now, the solution which we propose is by no means a novel one. Since 1918 you have the Association of Supervisor Staffs and Engineering Technicians in Great Britain which is an autonomous union which is affiliated with the T. U. C., the Traders Union Congress, and that is the posi-

tion we would like to see this Board adopt.

Mr. Reilly: Mr. Donner, I imagine from your argument you see a little difficulty in the foremen's cases, namely, the conflict between this notion of an absolute right of foremen to join any union and the reasoning of the Board in the 8-2 and 8-1 cases where we have held repeatedly that the mere presence of foremen holding office in those unions or even being active in them even without any—.

Mr. Donner: I am well aware of the problem but I think that the Board is resourceful enough. I don't think that this is something that presents a head-on clash of two concepts. How many 8-2's have you had in the autoindustry in the past two years? In the automobile industry.

Mr. Reilly: Well, there have been few largely because of the fact that the independent unions have been pretty well driven out of the field, have they not?

Mr. Donner: Well, but I don't think that it is wrong and over-mechanical to elevate the status of the supervisor to

the point where he is the exclusive vessel of management, and has no rights for himself, because I do think that no matter at what rung you put him he still shares both characteristics.

Mr. Reilly: Well, I concede that that could be eliminated by, as you have pointed out, complete segregation between the Foremen's Organization and the other, but if

you were going to conclude even informal treaties
of joint action between them, such as the one that

Mr. Nelson described this morning, and in which both sides agree not to replace one another if one or the other strikes or if there is any mutual agreement about not crossing picket lines. Haven't you got possibly not as organic a unity as would have been created by their all being in one local, you have got just as much affiliation as you have, let's say, between two sovereign nations to form a military alliance during the period of a war.

Mr. Donner: That precise argument was made in the Jones & Laughlin case in the Fifth Circuit in which the employer argued that the A. F. of L. Masters, Mates & Pilots and the unlicensed seamen C. I. O. were a little too friendly, and so the fidelity of the Masters, Mates & Pilots to their duty was slowly being seeped away and undernined.

I think that a little unity and a little friendliness is no occasion for throwing out the bargaining rights of a whole group of people. We expect unions to work out working arrangements and we expect to see them do more and more of it. I mean, I don't see that—

Mr. Reilly: I am not thinking of their fraternizing at all. I am raising the very different question in this situation. Let's suppose that in one of those units an organizational strike—let's assume that that organizational

strike is occurring in the production unit. Now,
100 won't the fact that the foremen, if they have such
a treaty with the union trying to organize production workers,—won't the presence of the foremen who are
throwing their weight against crossing the picket line
or against strike-breaking in general have the same
coercive effect upon the workers who look to these foremen for their bread and butter?

Mr. Donner: I think you can conjure up a lot of difficulties if you want to sit here and conjure.

Mr. Reilly: Isn't that a typical case, Mr. Donner?

Mr. Donner: No, I don't think so. Every time a group of employees seeks to gain organizational rights whether they are maintenance men or hospital (hostile) employees or what you will the specter of sympathetic action is always raised.

Now, I don't think it is the function of the Board to raise all these specters, and to conjure up the worst possible situation. Here are a group of employes who are entitled to bargaining rights. I think that the Board ought to try to create a situation in which they get it and in which they can exercise it to the fullest extent possible.

Mr. Reilly: Whether the foremen are organized or not the rank and file employes walk out on strike. How long would the plant operate?

Mr. Donner: Not long at all.

Now, to get back to your other point about sympathetic action and so on, this Board in the Plant Protection.

101 cases consistently says: "We have confidence in the fidelity of the plant protection men to their duty. We will put them in a separate unit. Their bargaining problems are different. We think that that initial differentiation will serve as a measure of assurance that they will serve their own bargaining interests and not the interests of others." I think it is that kind of judgment that has to be made in a situation like this.

Mr. Reilly: We have never disestablished unions, have we, because guards belong to them?

Mr. Donner: Well, as I say, this is where I came in.

The Chairman: Just a question please. Isn't it possible for the employes to have a contract with the Foremen's Union or in the absence of that to establish rules which neutralize them?

Mr. Donner: Which neutralizes their civic action?

The Chairman: Yes.

Mr. Donner: I don't see why not.

The Chairman: That is part of their job, isn't it?

Mr. Donner,: Yes.

Suppose the foremen-

Mr. Donner: That's right.

The Chairman: (continuing) —and not fellow workers and fellow fighters or fellow strikers—

Mr. Donner: Well, the Board, of course, has made

the very same observation upon plant production people.

The Chairman: Yes. Now, you mentioned them. What difference is there between the foremen and these guides from the point of view of the power of the Board and what it ought to do? You brought that up. I just wondered

what, you think about it.

Mr. Donner: Well, the Board has said this about the difference. The Board has contrasted the two and said that in the one case the power to discharge flows out of the facts reported by them rather than out of their status. Now, to me that is a difference that you can measure with a micrometer. I don't think there is very much difference.

The Chairman: Mr. Mahon.

ORAL ARGUMENT OF MR. MAHON.

Mr. Mahon: Gentlemen, Mahon is my name. I represent the Confederated Unions of America, a group of affiliated independent "unions, and the Foremen's Association of America is not affiliated with us. It is our position that foremen are workers and entitled to the right to organize. We feel that the Board should establish and define their unit the same as they have and do establish other units.

We can see why we have heard these arguments many times why the company prefers to keep these people in that untenable position they are now in. They are denied.

the rights that they would have if they had recog-

nitice as a bargaining unit and they do not have the privileges that management has. I think that must have been the cause of the economic action that was taken and I believe nat speaks for itself. We believe that that is part of the Board's duties under the Act to define the unit and to certify these units after they define them to bargain for their members.

That is all I have to say.

The Chairman: Any questions, Gentlemen!

Mr. Reilly: No.

Mr. Houston: No. .

The Chairman: Thank you, Mr. Mahon. Mr. Nelson. I don't know whether you have had a lot of time or not.

ORAL ARGUMENT BY MR. WALTER NELSON (resumed).

Mr. Nelson: Well, I will say what I have to say on two points and yield the floor then to the opposition, Mr. Chairman.

Now, in general, we came in talking about wages, working conditions and matters of economic interest to the foremen, and as I said this morning we have been confronted by a fot of conversation about what our duties and responsibilities are. In other words, in a way our opposition has ducked the issue by talking about things that are issues that we didn't really raise and that we don't think have any material relevance to the issue raised.

And this morning on one of those issues the question came up and I am making a general discussion ap-

plicable to all of these foremen's cases, by applying the Packard record. And I understood the discussion to be one of the replacement either by the maintenance or production workers or the foremen of the other branch and that that resulted ultimately in a strike and I indicated my private opinion that I thought, of course, if the Foremen's Association is and we insist that it shall be a genuine labor organization, that it should adopt ound union principles with respect to replacement.

Now, if you carry that over into a discussion in which the employers have freely indulged themselves into the claim that the organization of the foremen will encourage work stoppages and strikes, that industrial strife will result, and then you ask the question,—what, in general, should be the attitude of the foremen as a branch of this discussion of the claim of divided loyalty when you have an entirely different consideration.

The specific answer can follow in either case. The second

case I did not talk about at all as far as anything I said this morning was concerned. I had in mind only the matter where one was asked to displace the other.

The record in the Packard case is perfectly clear on the issue. Wherever there is a strike, and we don't admit for a minute that the organization of foremen would tend to

increase strikes of maintenance and production workers, nor necessarily to increase strikes among

foremen, though we are bound to admit and do admit that individual foremen don't conduct very widespread strikes all by themselves any more than anybody else, but we take it to be the policy of the Act expressly stated that it is better for men to get together in the defense of what their real and meritorious rights are than to take them individually and individually suffer injustice in detail. That's the theory of the Act; and again let me remind the Members of this Board that they come in and they talk about what? About production? No. They talk about strikes and let me submit this to the Board. It is perfectly possible and we think probable and provable. that where men think enough of their rights to organize, by organizing of itself bring about strikes,-it did take place in Detroit in the Foremen's Organization. You may very well have the situation where a series of strikes will be accompanied by a rise in production. The things the Act is interested in also is production, and where men take their jobs seriously enough to organize and strike for their rights, you are likely to find a rising curve of production. And I challenge my brothers to show anything to the contrary in the short history of the Foremen's Association. Its organization has been attended on the one hand with an absolute refusal to recognize it, with the single exception of the Ford Motor Company, and by a rising curve of production. And if I can get this Board

to pay a little more attention to the word "production" than to the word "strike" we will be back again on the thing that people are interested in, and that

the public has a legitimate interest in.

Mr. Reilly: Is there something in the record, some graphs or charts that—

Mr. Nellon: There are none, Mr. Reilly. I am sorry to say the companies are peculiarly in possession of this information, we are peculiarly not in possession of it in any collective form. That is, we could have produced foremen, as we did show in one instance in the Packard record, where the foremen themselves had reduced the cost of production from 100 units to 65, just of their own efforts; a saving of 35 units of production costs. There was no dispute or that, We happened to be in possession of that particular bit of proof.

The companies, by failing to show anything to the contrary, they being peculiarly in possession of that information showing on this record, have admitted that if they had made the showing if would have shown a constantly

rising curve of production.

Mr. Houston: Well, in this particular case hasn't the company been cited a time or two or more?

Mr. Nelson: There is no doubt about that. We didn't-

Mr. Houston: For production?

107 Mr. Nelson: For production in the two and a half years, and they are, of course, peculiarly in possession of those records. We said so in the record. We said so in the argument here. And we have been organized two and a half years. It has got all the payments that a company of that kind can get. We freely concede they are entitled to do it because we don't get it, and we have been organized practically one hundred percent.

Il believe there has been just one strike in that history in the Packard Company and that's an organization strike. In other words, had the company conceded organization, recognized and bargained with us as they originally agreed and started out to do, and for what reason they have been recalled. I think they should answer. Somebody changed

this company's mind.

Mr. Houston: When was that?

Mr. Nelson: A couple of years ago, in 1943 in the spring, February, and they agreed,—we had all but three members,—we agreed on the exact classifications as I remarked to the Board this morning. Somebody reached out a hand and moved the Packard Company to say no. And they did.

The Chairman: How was that election arranged for?

Mr. Nelson: It was a consent election arranged for through the Regional Board.

We went into the office of the Board and the company sat down and agreed.

The Chairman: Our Board?
Mr. Nelson: Your Board, yes.
The Chairman: In Detroit?

Mr. Nelson: In Detroit, at Mr. Bowen's office.

The Chairman: How does one of those consent election agreements read?

Mr. Nelson: We agreed to the election and let the Board supervise.

The Chairman: For what purpose?

Mr. Nelson: For determining the collecting bargaining representative of the foremen of a certain grade in that factory, twelve general foremen being expressly excluded and the notes of Mr. Bowen's secretary shows it.

Mr. Houston: That is what you were speaking about

this morning.

Mr. Nelson: That is exactly right.

The Chairman: With what assumption after the election? Mr. Nelson: Representation and bargaining. It would be pointless to go through the trouble of an election unless they proposed to bargain with us and that was the express understanding. We agreed on classifications. We agreed on who should be allowed to vote and there certainly came

a change with respect to general foremen and then a complete change and a withdrawal from the agree-

ment. And the election was held.

The Chairman: Was that before or after the election? Mr. Nelson: The agreement was before the election.

The Chairman: No. I mean the change in attitude.

Mr. Nelson: The change in attitude came immediately before the election.

Now, the general attitude of foremen on this branch of the issue of the claim of divided loyalty. The record in the Packard case, and I cite that because it is symptomatic of the whole situation. There won't be any difference in principle no matter how far you go in mass production. These principles will apply.

Suppose the maintenance and production workers strike.

Now, aside from the matter of replacement of one or the other which we call in union parlance "scabbing" on each other. We needn't apply that harsh a term to it but it is taking from one rank to replace in another. Aside from that, just take a general strike situation. Suppose the foremen strike! What is expected of the maintenance and production worker! Nothing but neutrality. That's all. And that's all you get if the maintenance and production workers don't take the place of the foremen. That is all you have got, is neutrality. You have nothing more. You have

nothing in the nature of a binding agreement or a common mores or morals or anything of the kind. You have just got neutrality, cold-blooded, fishy neutrality. They just don't do anything for either side.

Suppose the maintenance and production workers strike, for a general reason, whatever it may be. What right has the employer? What may be expect? Neutrality. They go to the place. They go through their normal functions. They take neither side, a cold-blooded, fishy neutrality if you like. They just don't do anything but come back to work. Now it is perfectly obvious that physically speaking as Mr. Houston remarked,-if the production workers go out there isn't going to be much done in the plant. It happens to be conversely true too that considering the kind of material that are produced and the kind of operations'that go on in these plants and the essential necessity of the foreman if he is gone very long, either they are not going to have very much go out or they are going to allow a lot of stuff to go out that they are going to have a lot of trouble getting back. It will come back loaded with trouble, so the practical effect is that pretty soon after the foreman is gone then there isn't much doing in the

But the thing that the employer has a right to expect and the position the foremen take in general on the issue of strikes as has been exhibited in various detail in the

plant.

Packard record is that they stand neutral. If the employer wants the foremen back in the plant he is entitled to have them there. And the foremen will go back into the plant unless physically prohibited. Once in the plant, the foremen will perform his duties to the

full limit permissible without taking the place of the maintenance and production workers. That is all the employer is entitled to and he will get that as long as the Foremen's Association is in charge of that group of foremen. That is our settled principle in general in strikes, a cold, evenhanded impartiality.

Mr. Houston: Can any union of foremen be independent

and remain so?

Mr. Nelson: It certainly can. As a matter of fact, I would put it the other way. It is my impression that in the long run in mass production industry, it is obviously the view of the C. I. O. and many of the unions of the A. F. of L. that they can't long run a union containing both foremen and workmen. My judgment is that experience in mass production from now on will show that we have planted ourselves on that principle without any disposition to quarrel with those who have the other viewpoint for the time being. We will naturally let experience demonstrate who is right about that.

The C. I. O. early had the viewpoint that they couldn't accommodate themselves to foremen in the local union as the record in the Packard case shows, that Local 1918, Mr.

Lewis dropped it in settling the Chrysler strike because they couldn't get along, first with the men in the same locals and they couldn't get along with them even in the C. I. O. So they dropped them cold, Experience taught them that the foremen belonged in a separate organization, at least, in a production plant like the Packard plant. And it was one of a large number of plants in that Local 918. And so I think that experience will show that. I say to the Members of the Board that we are philosophers enough that we are held up here as very successful propagandists, superlative propagandists which flattered us beyond anything deserved. But we are something of philosophers too. We will yield to experience. If we have selected a principle that turns out not to be sound because we have planted ourselves on the oneproposition that independent foremen organizations can render a better service, taking into account the employer. the public, the maintenance and production worker and any other type that we belive we will have to yield that

belief to the demonstrations of experience, of course, to modify it.

Mr. Houston: May I ask'a question?

Mr, Nelson: Yes, sir.

Mr. Houston: What has been the increase of percentage of your organization since the decision in Maryland Drydock?

Mr. Nelson: Better than double.

Mr. Houston: When at that time the average foreman over the country had no reason to believe that he would ever be allowed to bargain collectively?

Mr. Nelson: None whatever. I would say that we have taken in 20,000 members or better since that day on a purely voluntary basis.

Mr. Houston: Why did they join your organization?

Mr. Nelson: Because of the service we hoped to render them.

Mr. Houston: Because they had a problem that they needed working on.

· Mr. Nelson: They had problems that needed solution.

Now, I think I have given the Board some idea about this divided loyalty business. I want to give the Board one other idea about it.

On the point that we came before this Board upon we don't owe the employer any loyalty. When we come in dealing with the employer as to our wages and hours and conditions of labor we are dealing at arm's length just like anybody else in bargaining for an economic commodity and to that extent our labor and our services are an economic commodity. On the issues we raise by our petition here the issue of loyalty has nothing to do with. On how much money we are going to get we are either not economic or adversary of the employer. The only issues that we present to this Board and present to this employer,—

the issue of fiduciary relations is entirely out. It

114 hasn't got anything to do with it. We are offering our skill and labor getting what we can. They are on their own getting it out of us for as little as they can possibly pay, to put it, in its broadest sense. So the issue that we present doesn't present the issue of loyalty at all. They merely obfuseate things and cloud the issue by yap-

ping around about loyalty and I put it advisedly because,

I am tired of hearing it.

Mr. Houston: Well, wasn't that exactly the position I stated this morning that the foremen are part of management and owe their first loyalty to management. When it comes to wages, hours and working conditions that is their own problem.

Mr. Nelson: That is right. You stated it very well and very briefly only I want to point out that so much of the time of the Board that is taken by this talk about divided loyalty and the dangers it presents have nothing to do with the problem. We owe, as this record in the Packard case shows,—take this particular issue,—take that man Mayday, a member of the Executive Board of Chapter No. 5, took to drink. Before the employer did anything about it his fellow-foreman took him in and said: "Look, Mr. Mayday, you can't hold your job as a foreman at Packards and do what you are doing. You had better straighten up." The Members of the Executive Board took him to a brotherly talk and said the same thing to him. "Straighten

up." And for reasons that were personal to Mr.

115 Mayday he went on his way, sitting on the Board

of Chapter No. 5.

Finally it got so bad that somebody in the supervisory force reported, recommended his discharge, and he didn't even go to the Board to get any help. He was so confident that the Members of the Executive Board of Chapter No. 5 were conscious of their fidelity and their duty to the employer to the extent that it wouldn't do him a bit of good. They had already told him that he was beyond bounds and couldn't expect the employer to stand by him and they wouldn't. So he was discharged. He withdrew from his office in the Chapter and the matter was never stated even as a grievance to the employer. And that 'is only illustrative of the type of loyalty that these men in the Foremen's Association expressed in Chapter No. 5 under the inost aggravating kind of circumstances where they had an employer who had broken his word with him. gone back on the express agreement before public officers. they had every reason in the world to indulge their personal loyalty and their organizational loyalty in the case

of Mayday and similar cases and they refrained very carefully from doing it at an express and an outstanding manner, that feeling of loyalty to the employer that they feel that their position and their pay requires them to yield to him where their own interests are involved.

But when you come to pay, terms, working conditions, they don't owe the employer anything. The owe him

116 fair treatment in striking a fair bargain and when they have extended that treatment to him, not in a fiduciary capacity but in the capacity of men bargaining on either side of the table they have done everything that they should be asked to do.

Mr. Houston: May I ask you question?

Mr, Nelson: Yes, sir.

Mr. Houston: Have you had any connection or any observation, at least, where guard units are in a plant and belong to the same plant union? Has there been any division of loyalty between the guards and between the company. Have they become derelict in their duty since becoming organized?

Mr. Nelson: I have heard of a number of cases involving guard representation and I have been as you know in many many days of hearings where complaints against foremen or somebody were originated by guards and I must answer to this effect, that neither personally nor in a public hearing have I ever heard of an employer complain of a lack of fidelity on the part of a guard. I have never heard of such a case yet, after the guards were organized and represented. I have yet to hear of such a case gither personally or in a public hearing.

Mr. Reilly: Mr. Nelson, since you have argued here on other cases I take it that you are quite familiar with it,

of course?

Mr. Nelson: Somewhat.

of the contents that most of these grievances of foremen such as the lack of overtime, and lack of any differential between the subordinates have been largely overcome in recent years but that the major difficulty still remains is the foreman's feeling of insecurity with regard to layoff and discharge during the period in which indus-

try is expected to contract after the war. Would you say that was a fair commentary on the substantive grievances of foremen?

Mr. Nelson: Well, on the substantive grievances of foremer before that Board, may I make just a brief statement, and I think it will answer your question, Mr. Reilly?

Mr. Reilly: Yes.

Mr. Nelson: Those grievances arose, I think, in every case a year or more before the hearing. The employers got around to those grievances. In the course of a year you would certainly expect them to under the fire of the Foremen's Association as we frankly admit double-barrelled before every board we could find. And naturally, they didn't wait until Professor Schlicter and the rest of them got around to those grievances. They did largely correct them. That is true. They should, I think, in over a year. And another observation in that connection. Those grievances were not presented to the War Labor Board for the purpose of exhibiting their merits at all.

118 Mr. Reilly: They were just illustrative-

Mr. Nelson: They were illustrative that there were grievances and of the nature of the grievances that originate among foremen. They were neglected. We made no effort whatever to try any one of them out to a final conclusion.

Now, when the employers came in it was making a public record and they reacted perfectly naturally by showing that those grievances were cleared up, or that the men involved didn't care to press them or something of that sort, and I think that was so.

There was enough, however, in the record to indicate what the nature of foremen's grievances was and obviously there was enough to do so because that highly educated and experienced panel reported the grievance machinery should be established. That was our point. There was no need to unnecessarily besmirch employers with some small item or something or make them feel badly about it. We had never adopted that attitude and we hope we will never be forced to. It is just injuring the employer because we happen to be on the other side. That is not our attitude here. It is not our attitude before the War Labor Board

and we hope to be spared ever having to adopt in any case.

Mr. Houston: I just want to ask one question?

Mr. Nelson: Yes, sir.

Mr. Houston: You have been organized at Packard for two and a half years.

Mr. Nelson: That is right.

Mr. Houston: What difference in the kind of an organization would you have if you were certified by this Board? What would be the difference?

Mr. Nelson: It would continue as it has been largely.

Mr. Houston: There would be no change?

Mr. Nelson: In the organization or after a change. The

company would recognize it and deal with it.

Mr. Houston: Well, I know,—I understand that. But in the type of organization build-up would there be any change in that from the way it is today and the way it would be under certification of this Board?

Mr. Nelson: Well, the thing itself would be just the same foremen in the same chapter with the same officers and they would have an agreement to go by and instead of being in a situation—

Mr. Houston: I understand that, that they would deal with you?

Mr. Nelson: That's right, that's right.

Mr. Houston: That would be the only difference? .

Mr. Nelson: I think it would be, but t would make a difference more than that. It is the difference between legitimacy and illegitimacy, which is pretty substantial,

mentally speaking, I think.

120 It would make a difference to that extent in the organization. As it is we are not recognized as being proper parents. The Board has given us a rather smudgy record in the Maryland Drydock case, and we would like to clear that record.

I think I can answer it this way: The organization would be the same. The attitude of both parties would I think be very quickly changed, and I think we could prove that we measure up to our responsibilities in that just as they did spontaneously in the Mayday case and in a number of other similar cases.

Mr. Houston: In that Maryland Drydock decision did they again refuse or have you approached them since February 1943?

Mr. Nelson: Well, I understand that Mr. Turnbull, Mr. Traen and Mr. Wilkins and the Board have been again and again and again to Mr. Christopher with a hope that they might negotiate either on large matters or small ones.

Mr. Houston: Did they take the attitude that they did not have to because of the Maryland Drydock decision?

Mr. Nelson: That is their position. There are a lot of them standing on that platform. The poor old Maryland Drydock must be pretty well worn down by now. It has been stood on by some pretty heavy people.

Mr. Houston: They could have voluntarily bargained had they wanted to.

Mr. Nelson: They could. They could. We had the feeling that if it-were left alone it would? We want to say that for the company.

Mr. Houston: You mean that they are under the shadow of someone else?

Mr. Nelson: That is right. That is why they know all about one company working in the shadow of a larger organization. They are experts on that.

Mr. Houston: Somebody is liable to take them over.

Mr. Nelson: Somebody has taken them over and so they think that they are as we are as weak as they are and I am afraid they are mistaken.

If there are any further questions?

The Chairman: You made one or two statements I want to follow up. I know this circular report in part. I haven't read all of it. But I have been interested in the chronology of things which is not brought out there very specifically. Am I to infer from what you said that these things got cleared up before Schlicter got around but after the foremen organized?

Mr. Nelson: That is right. In other words, to clear it up the motive is the Foreman's Association. The opportunity to clear it up arose after the grievances arose and before they were heard by the Special Panel.

The Chairman: Now, another question. The War Labor

Board set up this committee to deal with grievance machinery. It had nothing to do with the question of representation?

Mr. Nelson: Under the law it is their view that they

could not.

The Chairman: Unless there were specific instructions.

Mr. Nelson: And the instructions contained that limitation.

The Chairman: Now, I want to ask you this question. Whether the foremen are entered at \$16.00 a day or eight hours, six days a week, seniority rights and that sort of thing, given by anybody, just anybody, do they have an interest in talking about those things and helping to divide on them?

Mr. Nelson: They desire to be heard on whatever it is, whether it is \$6.00 a day or \$16.00 a day. They want to be heard on it.

The Chairman: Well, do they want to handle the decision?

Mr. Nelson: Do they what?

The Chairman: Do they want to help make the decision?

Mr. Nelson: They want to bargain for it. -

The Chairman: Well, Timon American citizen,

·Mr. Nelson: Yes.

The Chairman: And I was brought up to feel that I should vote. I like to vote. And I paid a price on that privilege. Now, the foreman pays a price on this partici-

pation or is it just fish and beans?

123 Mr. Nelson: I think it is very important that they be heard on it. I went to considerable trouble to cite in detail Mr. Dwyer's testimony in this record in the Packard case, where he, after, I think, 25 or 30 years of being a foreman, when they were ready to go into the war program they fired a lot of these foremen including Mr. Wilkins after 35 years of foremanship, without any complaint against him at all. And they just called him in and said, in effect, "you're done." That was after 25 or 30 years of foremanship. When a man has got along in years he can't quite do everything he previously could and in the one case, in Mr. Wilkins case, he went out and got back as a foreman. Mr. Dwyer's case—Mr. Dwyer pre-

ferred the security of the C. I. O. and the chance to sit across the table and talk to them about what he was to get going back as a foreman after he had grown old.

Mr. Houston: Well; that is what the Chairman is speak-

ing about.

Mr. Nelson: That's right.

Mr. Houston: Did the foreman have a voice in these things?

Mr. Nelson: I think he should have. In other words, if it is a bargain for my labor why should the company say what I am going to do it for. Why shouldn't I be heard to say that I think it is worth so much?

Now, that's the American scheme as I understand it.
The Chairman: Was that important as it appeared,

that's what I want answered?

Mr. Nelson: It was very important to the foreman. And

it is yery important to his morale.

You see, he is in charge of other men and he will be respected somewhat in accordance with what he gets and the position he occupies and so on. Why should an ordinary worker pay much attention to him if the company doesn't do so. If he hasn't enough individuality about him to be respected enough by the company for the company to sit down and talk to him why should the worker have any respect for him. The company's respect for him will be transferred to the workers?

The Chairman: Mr. Kunkle, you have been allowed ten

minutes

ORAL ARGUMENT OF B. D. KUNKLE.

Mr. Kunkle: Mr. Chairman and Gentlemen of the Board, my name is B. D. Kunkle, and I am a vice president and group executive of General Motors Corporation, on this day on behalf of General Motors Corporation, representing 115 plants with 400,000 employes.

I appreciate the opportunity that your Board granted me to appear before you today. I am here to present the views of the management of General Motors on the ex-

tremely incortant matter of segments of management being legally required to collectively bargain with another segment of management. I feel I am

qualified to testify before you today without prejudice. Because of my industrial experience it has been my privilege to serve in all the capacities of management starting with that of a labor foreman of the Pennsylvania Steel Company when I was about 18 years of age.

In the years that have intervened I have held responsibilities of supervision, ranging through foreman, general foreman, supervisor and plant superintendent and organizations outside of General Motors prior to my association

with them.

Since joining the General Motors organization in 1925 I have served successively as the supervisor of the Remy plant of Anderson, Indiana, as Plant Superintendent of the Frigidaire Division and have been a general manager for the years of the Delco Products Division at Dayton, Ohio.

In General Motors, foremen are a part of management. This I know from my own personal knowledge. This fact is not an accident. In the automotive industry and in General Motors foremen are as definitely a part of management as any other unit of management from the president down. The difference is only a matter of relative responsibility.

Approximately twenty-five years ago the extreme importance of the foreman to our organization was recognized. It was in 1920 when General Motors developed an

executive training program that would through study and conference better qualify the foreman to carry out his responsibilities, not only to General Motors but also to employes working under his supervision. This program was open to all management representatives from the foreman to the president. It afforded the foremen the opportunity to learn the principles of organization and management as applied to his particular work in General Motors. It gave the foreman an overall understanding of the management of industry, the functions of other departments and his management relationships to them. It brought to him the basic economic factors involved in the successful management of industrial enterprise.

These programs are being constantly kept up to date with the current developments of both legal responsibilities

of foremen as well as new ideas of management as they are

developed.

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During this entire period from 1920 to the present date there has been no departure in General Motors from the principle that foremen are management in every sense of the word. Just as the general manager is the highest authority in the enterprise so the foreman is the highest authority in his department. He has been invested with the authority of management. The men in the shops look to him as the representative of management. They get

their instructions from him. He carried out the plans and policies of management as they relate to

his department.

Mr. Houston: Does he have any voice in administering policy?

Mr. Kunkle: He has if it relates to the work that is out-

lined for him to do.

Mr. Houston: In other words, he is given a blueprint of

the job to do and he carries it, out?

Mr. Kunkle: Yes, the same as all the rest of us have. The matter of restrictions in function is not limited to foremanship. That applies to all of us. In any industrial organization including the president.

Mr. Houston: And including the lowest workers?

Mr. Kunkle: Absolutely.

The Chairman: As I recall Mr. Kunkle,—though I am not very familiar with General Motors,—you have a gentlemen's agreement serving 115 plants or some such number and then a given plant can have a special supplementary agreement. There are some of those.

Mr. Kunkle: There are certain things in each plant that .

are negotiated by that plant.

The Chairman: Yes. Now, the question I want to ask you is who negotiates on the management side in those cases?

Mr. Kunkle: Usually management's committee.

The Chairman: Consisting of-

Mr. Kunkle: Well, there is no specific set group for that. There is usually somebody from personnel, somebody from management and supervision of

The Chairman: It would be the superintendent?

Mr. Kunkle: It might be the superintendent. It might be a foreman. There might be particular cases that come up in connection with grievances and the likes of that.

The Chairman: Yes. I was thinking about these supple-

mentary agreements.

Mr. Kunkle: Well those supplemental agreements would be negotiated largely by your personnel and your plant management group.

The Chairman: And the plant management group would embrace whom? Would it embrace foremen, general fore-

men or just whom?

Mr. Kunkle: In some cases they do embrace foremen.

Of course, if the contract is entered into that's 'the

policy determination. .

Mr. Kunkle: Yes, in many cases those have to do with classification, the labor classification and rates, and the foreman is always called in when those are handled in the department which he is operating.

The Chairman: Of course, that is rate settlement.

Mr. Kunkle: That is not necessarily rate settlement, that is negotiating rates according to job.

The Chairman: I should think those agreements we will run, we will say, for a year and which are supplementary to the general contract which used to be contained in the Blue Book.

Mr. Kunkle: Well, I think the general contract is pretty

complete now, Mr. Chairman.

The Chairman: Yes, all those things have been washed out.

Mr. Kunkle: Except as I say. There are these other things like classification in work because it is different in different plants and the rates that relate to classifications are negotiated at individual plants.

The Chairman: And that happens most any time.

Mr. Kunkle: That is right.

The Chairman: It doesn't take a bargain day to do that.

Mr. Kunkle: No. It usually happens, however, early in the period in which the year of the contract carries through.

The Chairman: With changes in rates and so forth.

Mr. Kunkle: That's right, as jobs change and this operations change that requires negotiation for a new classification.

The Chairman: Thank you.

Mr. Kunkle: When a workman accepts promotion to a foreman he is recognized as a part of management, not only by his employer and himself but also by the workers

under his supervision. In effect, when he accepts
this appointment as a foreman his status as a
worker gives way to his responsibility as a part of
management. Due to the authority and responsibilities
vested in the foreman in General Motors and the position
this places him in as an employer under the National
Labor Relations Act it is impossible for the foreman to be
in the dual position as an employe and an employer.

Since the corporation is held responsible for foremen's conduct it follows that the corporation not only has the right but the duty when in its judgment the foreman is not properly fulfilling his managerial responsibility to sever that relationship or withdraw that managerial authority that has been delegated to him.

that has been delegated to him.

In General Motors foremen are managers of the departments in which the employes perform work under their supervision. They direct workmen in making work assignments. They reassign employes as the need arises. They initiate merit wage increases and promotion of employes. They are responsible for the efficiency of the employes under their direction. In the course of these managerial duties they are charged with the responsibility of maintaining discipline among the employes under their direction.

The Chairman: May I ask a question please?

You talk about the merit increases and so on; now are those things made with the union representatives or independent of the union representatives?

Mr. Kunkle: As I explained a few-minutes ago, we have rate ranges that apply to given classifications of work.

Now, as a workman progresses in his ability the foreman promotes when he thinks the time is ripe within the period

of time, sometimes immediately, the rate increase that may apply in his case.

The Chairman: The rate has been fixed already.

Mr. Kunkle: That rate has been fixed by negotiations. The Chairman: And then he decides when the man goes into that class?

Mr. Kunkle: That is right.

The Chairman: Now, may that become a grievance?

Mr. Kunkle: It could, yes. That is, if the man feels that he is qualified and the rate had not been advanced it could become a grievance with him to be brought up for consideration.

The Chairman: Well, suppose that you have a limited number of jobs to fill could some man not nominated by the foreman contest that,—grieve over it as it is sometimes said?

Mr. Kunkle: Of course, in line with the agreement you consider the man's ability.

The Chairman: Yes, I know. If the foreman says Al's the man for it and Tom thinks for some reason or other under the agreement he has more merit can he make a grievance of that and must that be disposed of before the foreman's decision.

Mr. Kunkle: He has the right of way. As far as having somebody grieve over it I have come to this conclusion in industry that you never say yes to one fellow without

saving no to another.

Mr. Houston: Well, do you think that these foremen would neglect these responsibilities you point out simply because he was permitted to organize and bargain collectively for himself?

Mr. Kunkle: I am not saying that he would, and neglect

his responsibility.

Mr. Houston: Well, you are inferring that.

Mr. Kunkle: No. I am saying that so far as his responsibilities as they relate to management functions we would question whether or not if he is affiliated with a late union whether his loyalty to the union would supersede his loyalty to management.

Mr. Houston: Yes, I'know. But that is speculative. In

case he neglected his duty you would have the right to discharge him.

Mr. Kunkle: That's right. But as far as being speculative is concerned I think there is evidence that it is more than speculative, it is rather factual.

133 The Chairman: May I ask a question bearing on that?

You have got tens of thousands of people who belong to the C. I. O. in the different plants?

Mr. Kunkle: That is right.

The Chairman: Now, I presume the C. I. O. is not a perfect organization and that some of its members don't go bad, get worsted. Do you have any difficulty in getting rid of those fellows?

Mr. Kunkle: We do some times.

The Chairman: You haven't seen the point. You have the right to fire them.

Mr. Kunkle: You have the right to discharge them if they have been guilty of things that—

The Chairman: And then union has a right to file a grievance and if it doesn't dispose of the grievance it would go to the umpire, I presume.

Mr. Kunkle: You may discharge or suspend.

The Chairman: Yes.

Mr. Kunkle: If there is any question about it the man is suspended.

The Chairman: But you do have such problems with the rank and file.

Mr. Kunkler That is right. .

Mr. Reilly: When you are dealing with a person whose duties imply some latitude in judgment in the plac-

ing of other employes, inasmuch as there are diffienties in his performance with a greater degree of accuracy as the lower ranking employes whose performance is measured pretty much by piece rates—

Mr. Kunkle: When you are dealing with intangible things it is always more difficult.

Mr. Reilly: So that's the reason that problem of loyalty arises.

Mr. Kunkle: Right. The General Motors foremen are

managers of the departments in which the employes perform work under their supervision. In the course of these managerial duties they are charged with responsibilities for maintaining discipline among the employes under their direction. They are empowered to take appropriate disciplinary action in the event of the violation of shop rules and union agreements and other improper conduct for employes. Under all of our union agreements they are the first point of management contact. In practically all cases they make the first management decision in grievances. It is only in cases involving issues beyond the jurisdiction of an individual foreman where the foreman is unable to make a decision.

In May 1943 the Board decided a very important case now known as the Maryland Drydock decision. That is a name that we have gotten familiar with here today.

135 quite extensively. I will not quote from his deci-

sion. Nevertheless, I do want to call the Board's attention to his decision involving one of the General. Motors divisions. I refer to the Detroit Diesel Engine Division. The language in that decision reveals very clearly that the opinion of the majority of the Board in the Maryland Drydock case was not to be disturbed or shaken though the union seeking to represent management employes might be independent and thus associated with the labor organization bargaining for the rank and file employes. The majority of the Board in the General Motors case said: "It is urged that the doctrine established in the Maryland Drydock case should be limited to the fact situation therein presented and that the instant case be differentiated on the ground that the union seeking to represent the supervisory employes is an independent labor organization not affiliated with the union which represents the production and maintenance employes. We have given careful consideration to this contention but are not persuaded that the factors militating against the establishment of units of supervisory employes set forth in our decision in the Maryland Drydock case are obviated by the circumstances that the union seeking to represent such employes is an independent, unaffiliated union."

The Maryland Drydock and our Detroit Diesel Engine
Division decisions today stand as the law governing representation rights of foremen under the Wagner Act. Those decisions represent among other
hings a public appropriement and recognition that super-

things a public announcement and recognition that supervisory employes are a part of management, a fact which General Motors has recognized and supported for over twenty-five years.

Foremen in General Motors today are the first line offi-

cers of management.

Mr. Houston: First line officers of management?

Mr. Kunkle: Yes, sir.

Mr. Houston: What do you mean by that?

Mr. Kunkle: At the reak between what has been chosen to be established—

Mr. Houston: Managerial hierarchy?

Mr. Kunkle: Well, you can call it hierarchy if you like. They are probably in that class.

Mr. Houston: The company doesn't set the policy. It

couldn't be the highest.

Mr. Kunkle: So far as the responsibilities are concerned it necessarily follows that the responsibility of any individual in any industrial organization are circumscribed for the area in which he operates.

As far as I am concerned, listening to the review here today, I have been wondering if I am the same guy as I was when I was a foreman. And I believe I am. I don't

think I have changed a bit. And I am the same guy and have the same feeling for those boys down there that I ever did.

Mr. Houston: Your position is that the foremen are the first line of management?

Mr. Kunkle: Yes, sir.

In the event that this Board should through any action. or decisions sustain the position taken by the Foremen's Union which is pursued by them or necessarily create conditions in the plant which will be harmful to General Motors and its employes and to the nation in the war effort. If General Motors is to be bound by acts of its foremen under the National Labor Relations Act by virtue

of their position as foremen then General Motors must necessarily circumscribe the duties of foremen and by virtue of affiliation with unions and in participation of union activity would otherwise enlist General Motors in violations of the law.

This is not merely the prerogative of General Motors. It is the legal duty of General Motors. General Motors did not permit nor can it be supposed that the law requires its foremen to serve in conflicting capacities and

thus attempt to serve two masters.

The foremen could not continue to exercise their present authority and responsibility and General Motors management would have to be reorganized in this respect. The effect of such a reorganization of managerial duties would be far-reaching. It would require the transfer of

many if not all of the first line responsibilities of management from foremen to a higher unit of supervision to a new inexperienced group who would have to be trained to take over these responsibilities.

This would remove management from close contact with the everyday problems of the workers. The entire General Motors organization would be affected. Problems and trouble-incident to such a reorganization of duty cannot be readily comprehended or appraised. The status of foremen would thus be reduced since important managerial functions which affect employes would have to be transferred to others.

Mr. Houston: You don't claim, do you, that mere mem;

bership in a union is prohibited to a foreman?

Mr. Kunkle: We don't claim anything. The foreman has a right to do as he chooses as far as that is concerned but as far as the delegation of responsibilities is concerned, if there is going to be the differentiation between the organization employe and management then the function necessarily must stay with management. They are designated there.

Mr. Houston: In other words, if the foreman organized he would be discharged?

Mr. Kunkle: Absolutely not.

Mr. Houston: Well, you just got through saying you would replace them.

Mr. Kunkle: No.

139 Mr. Houston: With inexperienced people or some, body higher up.

Mr. Kunkle: I didn't say he would have to be replaced. I said there were certain functions that somebody would have to be called on to perform.

Mr. Houston: Certain functions? .

Mr. Kunkle: Yes, sir.

Mr. Houston: What are those certain functions?

Mr. Kunkle: They are the things that have to do with management relations, the carrying out of contracts and that sort of thing, as they relate to employes.

Mr. Houston: Does the foreman have anything to do with

those contracts today?

Mr. Kunkle: He does.

Mr. Houston: What for?

Mr. Kunkle: He is the first step, as I said a few minutes ago, in the entire procedure.

Mr. Houston: Is he called in and negotiated with on

contracts?

Mr. Kunkle: He is consulted as to things which might relate to his particular sphere of activity that relate to the contract.

. Mr. Houston: In other words, he is given a blue print that he takes out to his division and is told: "That's your

responsibility today to get that work out." Isn't that about the extent of the contract he enters into?

Mr. Kunkle: No, sir. If a man has the responsibility of assigning men to work to see they carry that work out and also have to do with the quality and performance and discipline in the Department. There are a lot of functions in there that are not in any blue print. That's a matter of the management of the department and that is what he is charged with.

Mr. Houston: Well, if he is organized independently, don't you think that would correct any evil that might

exist of domination of one union over another?

Mr. Kunkle: Not if I am to judge from some of the

things that were brought out in testimony this morning, because there is no reason to believe that if on certain points there can be agreement between unions they can't be carried farther on other points. There is nothing prescribing a limitation there.

Mr. Houston: Do you mean secret agreements, or other-

wise?

Mr. Kunkle: They can be secret or otherwise.

Mr. Houston: How are you going to stop that whether they are organized or not?

Mr. Kunkle: Well, as far as the functions are concerned of the foremen if he is a part of the management responsi-

bility it is our duty in our supervision progressive

141 program to see that things are not done, of course, that are against the best interests of the operation to be chargeable among the people that are working for it.

Mr. Houston: You believe then that the operator if he were organized wouldn't carry out those functions? Isn't that your statement boiled down?

Mr. Kunkle: That's exactly what I questioned.

The Chairman: Are you almost through?

Mr. Kunkle: Yes, sir.

Since the foremen could no longer possess the managerial authority and responsibility which now distinguishes him from workmen who are already included within the bargaining units of the workmen, it might be argued that where ineffective leaders, who by decision of the National Labor Relations Board are already included in certified bargaining units which would immediately give rise to jurisdictional disputes between the unions involved.

I sincerely hope the decisions of this Board which have defined the status of foremen and which are fundamentally sound will not now be modified or reversed. This Board has given responsibilities in the proper determination of the matter before it and the consequences involved. Thank

you.

Chairman: Thank you, Mr. Kunkle. Mr. Iserman.

ORAL ARGUMENT OF MR. T. R. ISERMAN.

Mr. Iserman: Gentlemen, my name is T. R. Iserman.

142 I am here at the request of Mr. Herman L. Weckler, himself, to present a statement to the Board in person.

Mr. Weckler asked me to present his statement. first part of it concerns Mr. Weckler's experience in industry. He started as a youngster in a shop opened by his father. He attended the University of Pittsburgh and studied to become a mechanical engineer. Thereafter he worked for five companies in production. He was a draftsman, a designer and assistant superintendent of motor power, a shop engineer, mechanical superintendent in the Butck Motor Company, plant engineer, mechanical superintendent, master mechanic, supervisor of paints and general manager of Buick. Then he went to the staff A.P. C. Keller; now president, then general manager of Chrysler Corporation. He was director of industrial relations, he became vice president and general manager of the DeSoto Division of Chrysler. In 1937 he became a vice president of Chrysler Corporation in charge of industrial relations and now he is the vice president, a member of the Board of Directors of the corporation.

I will quote from Mr. Weckler's statement as follows: "When Chrysler corporation at the order of the government ceased making automobiles in February 1942 it had about 60,000 employes in its shops. At the present time on war production it has about 95,000 employees in its shops.

143 At the time it ceased making automobiles Chrysler was the second largest maker of automobiles. It now makes a large variety of material for war, including medium and large tanks, 40 millimeter anti-aircraft cannon, engines for B-29 super-bombers, pressure cabins and other parts for those bombers, wings and landing gears for other planes and many other products.

The corporation has completed contracts for 3,000,000,-000 rounds of small arms ammunition, large numbers of Sperry gyroscopic compasses and Radar mounts.

Of these various products Chrysler has been a leading

manufacturer or the leading manufacturer. We believe that Chrysler is one of the leaders in applying the methods of mass production, as we prefer to call it, engineered producing. We have a highly developed engineering department equipped with advanced engineering and scientific laboratories. It develops and designs the products that we make and also facilities for making them by our advanced progressive methods.

We have also highly developed methods of planning, of tooling our plans with special machinery for the particular product we are to make, of purchasing and following up and expediting the flow of materials into our plant and of integrating the making of interchangeable parts of our

products and routing them to the assembly line for

144 assembling and delivering.

We have in each plant a plan manager and under him works managers, master mechanics, and superintendents. These are so-called higher management. The link between these higher officials and engineered producing and the 60,000 employes that were in our automobile plant and the 95,000 shop employes who are in our plants for making war material, other general foremen and foremen.

Fifty thousand people living in Detroit, and various other cities in which Chrysler has plants cannot merely as citizens and residents left to themselves make automobiles. Nor could 95,000 living in Detroit, Chicago and ther places where Chrysler has plants, as citizens and residents make tanks for anti-aircraft guns or engines for B-29 super-bombers. It is not until these people come to the plant that they can make things. When they come to the plants, as anybody knows who have seen a change of shift, they are merely so many thousand people, to change from a crowd of citizen to becoming makers of complicated things that are automobiles or tanks and other materials for war. They must go to the right place in the plant, to the machines, to the piles of material, to the trucks, for moving the material from the piles to the machines and for moving the pieces from machine to machine according to the process of manufacture. But even

coming into the plants and doing to the right places is not enough.

who have the schedules, the routing sheets the blue prints, the knowledge of how the men and machines must be arranged to get out the product. These are the general foremen and the foremen. They are not representatives of shop employes. It is not the shop employes who have designed the product or the methods of making it or who ever take the contracts for delivering the output. It is the management that has done all this. It is the representatives of management who must impart to the employe the knowledge of what they are to do in order to carry out the plans and how they are to do it.

Besides showing the shop people what they are to do and how they are to do it these general foremen and foremen on behalf of management must see that the shop people do what they are supposed to, that they keep at work, that they do not waste their time in gossip or smoking cigarettes, that they make what the plans call for and not pieces that are too small or too large or otherwise not

according to specifications.

There is no other setup at the present time in American manufacture of communicating the purposes and plans of management for making output to the people in the shops who do the work that the Census calls 'the value added by manufacture' except the general foreman or the foreman.

The lawyers have presented to you the legal argument. As a manufacturer I say to you Gentlemen that if you exercised your authority to realign these general foremen and foremen on whom we have relied to act for us to see that the work is done in the shops so that instead of being our agents working in our interests they become associated through labor organization with the workmen whom they are supposed to supervise in our interests you will have made a change that goes to the root of our present methods of employing people in manufacture. This change will so greatly undermine present efficiency that

industry cannot be responsible for output in time of war

or employment when peace comes."

Mr. Houston: We might break down and admit that Chrysler and the workers there have done a great job. Was there any reason to believe that that would change if the foremen are permitted to organize?

Mr. Iserman: I think, sir, that there is every reason to

believe it.

Mr. Houston: They did not represent the shop employes. Well, do you expect them to if they organize independently!

Mr. Iserman: I say there is every reason in the world to believe it, sir, and I will tell you this also, that if the shop people were not organized we would have done even more marvelous things, because the U. A. W.

C. I. O. which got bargaining rights in 1937. All

they want is recognition. We recognized them. Then they said all we want is a contract. We gave them a contract, a grievance procedure, all the paraphernalia of collective bargaining, mediators, committeemen, stewards, arbitrators, the War Labor Board. It is all there and they have that for eight years, sir, and what do we have?—a lot of strikes, more strikes, more strikes, and today Mr. Weckler is in Detroit because of the Great Dodge Local No. 3 of the U. A. W. C. I. O., with all of its collective bargaining rights, is on strike in defiance of the labor of the War Labor Board.

Mr. Houston: Well, on top of all that, haven't you com-

Mr. Iserman: I should say not, sir.

Mr. Houston: When did you exceed it?

Mr. Iserman; What kind of a record do you mean? Are you talking about strikes? Yes We have had more strikes in the last year than ever before. (Applause) And I say every man to his own taste.

Mr. Houston: I am talking about production.

Mr. Iserman: We have produced more automobiles-

Mr. Houston: Haven't you been cited there by the government for production records?

Mr. Iserman: Yes, sir.

148 Mr. Houston: Certainly.

Mr. Iserman: And we would have done a lot more of it if we hadn't had strikes and strikes and strikes over things that were not grievances. Yes, sir.

Mr. Houston: Yes, sir. You are speculating again.

Mr. Iserman: I am not speculating again because the production records if you would like to examine them,—if you would like to go out in the shops and see what is going on we will show you.

Mr. Houston: Well, I think from what you have said that you are fools to give it to any union or any organiza-

tion.

Mr. Iserman: I will say this, that if you will judge by strikes, then collective bargaining fares very badly in the automobile industry.

Mr. Houston: I haven't said anything about strikes.

Mr. Iserman: Yes, you have talked about strikes.

Mr. Houston: I am talking about production. You brought up strikes.

Mr. Iserman: You said this morning, sir, if you had a contract wouldn't that settle these strikes over recognition? Yes. It would settle the strikes over recognition, but day after day the organizers and stewards would be out in the shop talking up grievances to strike about. We have seen it for years in the automobile industry. And I

say you don't get production when you have strikes, 149 and if you didn't have strikes,—if we didn't have this strike at the Great Dodge plant today we wouldn't be losing four days' production on tanks, B-29 super-bomber engines and all the other things.

Mr. Houston: Well, I admit you have strikes, but on the whole in 1944, what percentage of man days was lost because of strikes to the total number of men working?

Mr. Iserman: In 1944?

Mr. Houston: Yes.

Mr. Iserman: About-

Mr. Houston: About two-tenths of one percent, wasn't it?

Mr. Iserman: Well, if you want to go on that figure, sir, if one department goes down with 50 men in it there are 50 men on strike, but there are maybe ten or twelve or a hundred other departments—

Mr. Houston: Well, you may always have strikes. What we want to do is to minimize them.

Mr. Iserman: Yes. And you will not minimize strikes by organizing foremen into unions that must exist only by showing activity and promoting strikes and discontent.

Mr. Houston: Well, now, if they were to organize independently that would serve the purpose?

Mr. Iserman: That has nothing to do with it.

Mr. Houston: Nothing whatever.

Mr. Iserman: Nothing whatsoever so far as promot-

150 ing strikesais concerned.

Now, if you would like to look at the record, sir, look at Ford's record. They have given more recognition to this union and Ford has had more strikes than any of these other companies have.

Mr. Houston: Let me ask you a question. Now, since they have signed this contract with Ford how many strikes

have thev-had there?

Mr. Iserman: The record is in the Papel Report before you. They contracted in November of 1943. They had two or three big strikes after that, and they have had several stoppages or incidents, as they prefer to call them, since they signed their full contract, and it was only under threat of a strike that Ford signed that contract.

Mr. Houston: I was told, or it was my information, that-

the contract was signed in May 1944.

Mr. Iserman: They had a contract before that covering classifications and wages and recognizing the union in November of 1943, I believe it was. Mr. Kevs, who is here, could tell you.

(Off the record.)

Mr. Iserman: Most of my time, sir, was taken up answering questions. I haven't said a word about the guards.

The Chairman: Well, ten minutes is for your speech and answers to questions.

151. ORAL ARGUMENT OF MR. B. C. GOULD.

Mr. Gould: Mr. Chairman, and Members of the National Labor Relations Board, I am speaking for the Murray Corporation of America. My name is Byron C. Gould.

I am vice-president in charge of operations. The duties of this position include executive responsibility for sales, engineering, purchasing, industrial relations and manufacturing for the entire corporation.

I wish to state the position of our company regarding collective bargaining by union foremen. The Murray Corporation operates plants in Detroit, Ecorse and Belding, Michigan, and in Scranton, Pennsylvania.

In August last year we reached peak production with approximately 800 supervisors directing the activity of over 14,000 employes. We are a mass production industry. In peace time our products are automotive body units. Since Pearl Harbor we have engaged on war work one hundred per cent, producing wings, frames and gun turrets for war planes, anti-aircraft searchlight units, military truck frames and many other war products.

We stated our position to this Board in a public hearing almost two years ago on April 9th, 1943. Many appeared and were heard including representatives of the Foreman's Association of America who are here before you today.

This Board then held in the Maryland Drydock case
152 and in the Murray case that to require an employer
in mass production industry to recognize and collectively bargain with a union of its own foremen, I quote:
"Would disrupt established managerial and production
technic and militate against the effectuation of the policies of the Wagner Act."

The compelling reasons for the ruling at that time exist today and will exist in the future. The achievement of mass production industry in this war has been universally acclaimed a production miracle converting from peace time operations and expanding into volume production of airplanes and other implements of war despite labor and material shortages American mass production industry has succeeded in producing almost impossible quantities of war material for our armed forces and for the forces of our allies.

This accomplishment has been possible only because of te know how of American industry. This genius for large-

scale production and its managerial behnic and good supervision is vital to the management structure. Without loyal supervision the structure will topple production will fail.

If you compel employers to recognize and collectively bargain with a union of its own foremen you will destroy the foundation of effective mass production. Management control over supervision will be at an end. The Foreman's Union will combine with the Production Workers' Union against the company. This is no idle fancy or fear.

153 This is an actual fact. We speak from experience.

It has happened to us. It happened in our Ecorse plant two years ago and in our main plant last year, when attempts were made to organize our supervisory officials. That was in the record of our case before you, 51 NLRB 23, and in the proceedings before the Panel of the War Labor Board.

The program of the Foremen's Union who attempted to organize the supervisors at our Ecorse plant admitted on the witness stand on cross examination that in the event of a strike of foremen to compel recognition that,— and here I quote his festimony: "There was an understanding with production workers at the Ecorse plant. The Association of Supervisors had the assurance of assistance from the production workers under their supervision who were members of Local 2, U. A. W. CIO.

Here is uncontradicted proof of collusion between a union attempting to organize supervisors and production workers under them. On July 6, 1943, the National Labor Relations Board then ruled in the Murray Case that a unit of bargaining of foremen was inappropriate. However, in defiance of this order that same organizer engineered a strike on July 10th, 1943 to compel recognition, and in connection with this strike that organizer, who, incidentally, was on the payroll of the Foreman's Associa-

tion of America at \$100.00 a week,— also admitted

154 on cross examination at the War Labor Board's Special Panel hearing that he and certain other Murray supervisors distributed a leaflet to production workers
who were under their immediate supervision appealing to

these production workers for help. I quote excerpts from that leaflet. Quote:

"Whatever we gain will be your gain." "What does

The Chairman: That is quoted from the circular dis-

Mr. Gould: That is correct, "And what does this mean?" These supervisors are telling production workers who are responsible to them, "help us in our strike and if you ever have a dispute with the company we will side with you and betray the company which we are supposed to represent."

Again I quote from this leaflet-

Mr. Reilly: In fairness to the petitioners in this case, though, wasn't that Foremen's union in that case a separate union, not a chapter of the Foreman's Association of America?

Mr. Gould: I think the festimony, sir, in both the Special Board, the Panel Hearing of the War Labor Board and the National Labor Relations Board establishes that point.

Mr. Reilly: That was a separate-

154... The Chairman: It was not a part of the American Foremen's Association.

A Voice: May I answer that, sir. I am counsel in that case? They started out as separate units.

The Chairman: That is my understanding.

A Voice: (the same) Before the decision of this Board they had affiliated with the Foremen's Association that pamphlet was handed out by the Foremen's Association of America and their name appears in the pamphlet.

The Chairman: Very well. Mr. Gould has the floor.

Mr. Gould: That answers the question. So they were associated at the time the leaflet was handed out. They were associated with the Foremen's Association of America at the time of the strike and at the time it was handed out. In other words, you workers cooperate with your foremen against the company and in the future your foremen will cooperate with you against the company. That's what they said when they quoted in their leaflet: "Are you

a union person going to permit the destruction of your Foremen's Union. With your cooperation your foremen will succeed in their struggle for contract rights such as you enjoy."

Again I quote from this leaflet: "Since the founding of the Foremen's Association of America Labor no longer need worry about foremen who are members of the Fore.

men's Association of America."

What they are saying is that the production workers no longer need worry about a foreman who is intrusted to carry out the company plans and policies.

Now, here is the high spot of the leaflet. Here is what

these certain foremen told production workers.

"We, the Murray Ecoree Foremen, know you won't let us down and pledge that we will not let you down in disputes which you may have in the future." Think of that. "We, the Murray Ecorse Foremen know you production workers won't let us down and pledge that we, your foremen, will not let you down in disputes which you may have in the future."

Now, in the face of this can the Foremen's Association of America claim to be independent of the Production Workers Union? They further say in this leaflet: "Your unionism is being tested as well as that of your foremen. Our fight is all organized labor's fight." Is that independence, combining with the C. I. O. production workers in their union does not be peak independence.

The foregoing quotation from this leaflet clearly reveal the plan of the Foremen's Association to solicit help from the production workers. The plan was put into effect. War production was seriously harmed. Production in Ecorse was impaired during a strike of supervisors in

1943. When the strike began we sent a limited number of key executives from our main plant to

· Ecorse to maintain war production,

The Chairman: What caused that strike?

Mr. Gould: That strike was in protest of the ruling of this Board, sir.

However, after the organizer distributed these leaflets the workers responded and production dropped 50 percent. Again when the Foremen's Association of America

staged a strike at the main plant in May 1944 to compelrecognition and only about fifteen percent of the supervisors' voted to strike,—the large percentage of supervisors who did not want to strike and remained on the job were threatened and intimidated. Production workers played their part. They hooted, ridiculed and intimidated these loyal supervisors. They refused to cooperate in their production work. They openly supported the Foremen's Association in its strike. Striking supervisors held their strike meetings at the Production Workers Union Hall. It was a real combination against the company. War production suffered. The proof is conclusivé. It is undenied. It is in the record before the Panel of the War Labor Board. Obviously such a combination between the Foremen's Union and the Production Workers will be disastrous. How can executive management ever expect supervisors to control and efficiently supervise hourly workers to whom, they are beholden?

Such a supervisor will not discipline a production 157 worker to whom he is indebted. He will check his efficiency. He will not hold him to high quality or low cost.

Mr. Houston: You are not talking about these printing trades or maritime unions, the construction end of it.

Mr. Gould: I am speaking of our case-

Mr. Houston: Mass production in your case.

Mr. Gould: Mass production in general, but you know out there in the other cases,—you are familiar with them, aren't you, about the foremen being in the unit with the men. They certainly don't allow that.

May I ask you why you think the Foremen attempted

to organize?

Mr. Gould: I don't think the foremen are attempting to organize.

Mr. Houston: You don't?.

Mr. Gould: I think organizers are attempting to organize the foremen.

Mr. Houston: You are putting them all in one basket.

Mr. Gould. I have reason to believe that that is so.

Mr. Houston: That's the reason I asked you. I would

like to know. I think they are organizing because they have grievances.

Mr. Gould: I don't think that is so. I don't think they could show grievances when they had the opportunity to show grievances.

158 They will not meet production schedules.

The Chairman: There is one thing bothering me, Mr. Gould, and maybe you can clear it up. If the foremen organize they are going to become disloyal to the management because association with the rank and file. Well, how can they become disloyal to the management as the result of such an association unless the rank and file were disloyal. What is your answer to that?

Mr. Gould: I don't know whether this will answer your

question-

The Chairman: They say a rotten apple was necessary to start the apples rotting in a barrel.

Mr. Gould: Well, maybe that is the answer, sir.

I would like to make this observation-

The Chairman: Are you willing to take the vow that the rank and file shouldn't be organized?

Mr. Gould: The rank and ffle can and may be organized. The foremen can and may be organized. What we are protesting against is us to bargain with that organization.

The Chairman: Which organization?

Mr. Gould: The Foremen's Organization.

The Chairman: Well, what about the other unions. Are you protesting against the Wagner Act or are you protesting against something else?

Mr. Gould: We are not protesting against the Wag-159 ner Act. We are protesting against the manner in which unions are handled. The leaders of the unions are the people who are responsible for the troubles in strikes today in our opinion.

Now, I would like to add to that in answer to your question, sir, as to why we think the foremen shouldn't be

organized.

By their own admission the C. I. O. labor leaders tell us in confidence that it is necessary for them, in order to gain the support of their following, to discredit management,

to be hostile to management at all times. On the surface, they are very willing to be cooperative, but actually to the membership they do their best to discredit management.

Now, in any ruling of this Board permitting the organization on the collective bargaining of foremen they will follow the same tactics. And what you are really saying is take part of our management and let them begin to discredit and be hostile to the other part of the management. That does not make for harmony which you must have in order to successfully operate a business.

The Chairman: Would you be in favor of abolishing either the Republican or Democratic party because they

besmirched one another?

Mr. Gould: I don't know that that is pertinent at this time.

160 The Chairman: You have two parties and each discourages and discredits the other to a certain extent.

Mr. Gould: I claim that we have one party, sir. We have one management and someone is trying to divide that management.

The Chairman: Well, but the assumption behind what you are saying is that you have got management and then you have got these fellows organized down here who are working with their hands and if the foremen organize and then some way or other they become disloyal because of the association with these fellows out here who presumably,—that is, I am not sure,—are disloyal? I would like to get that cleared up.

Mr. Gould: I don't believe I get your question, sir. Are

you asking me!

The Chairman: Well, we are running overtime anyway.

Just let it go.

Mr. Gould: I would like to finish my point if I may.

The Charman: Yes.

Mr. Gould: I am saying that acting for management, he, a supervisor who is organized and collectively bargain for himself, cannot settle grievances with a production worker to whom he is beholden.

Mr. Houston: Why can't he?

Mr. Gould: May I finish please? He cannot be for the company and against the company at the same time.

Again we say, this is no mere speculation. This actually happened to us and this is the same Foremen's Association which seeks to gain legal recognition from you.

today.

The National Labor Relations Board has a great responsibility in this matter. If you overturn long-established management structure, if you take our foremen out of management you will destroy mass production industry. Effective large-scale war or peacetime production can no longer be assured. We respectfully submit that a bargaining unit of foremen is not appropriate in the public interest. The petition of the Foremen's Association of America for recognition should be denied.

Mr. Houston: Now, what I meant to say was if the foreman is permitted to organize under your theory his loyalty to management is gone because he is going to be loyal to the group down below in the other union. Now, that is

what you said a minute ago. Is that it?

Mr. Gould: That is correct and is proven out by the facts, sir. We are not speaking of idle theory. That is an actual fact. It happened in our case.

Mr. Houston: Have you had that up with the Foremen's

Union?

Mr. Gould: No, sir. It was in the organizational stage. The Chairman: The circular came along with that.

162 Mr. Gould: Yes, sir. That's during the strike. And the effect of the circular was the drop in production by fifty percent.

The Chairman: How long have you been there, Mr.

Gould, ten years?

Mr. Gould: How long have I been with them?

The Chairman: Yes.

Mr. Gould: I have been with them since 1942.

The Chairman: Since 1942. Before the foremen were organized?

Mr. Gould: Yes.

The Chairman: Did you ever find the foremen playing favorites among the people they supervised?

Mr. Gould: I think it would be rather foolish if I answered that in the negative. I think that's true in life, isn't it? They all play favorites.

The Chairman: I know I don't. I am an exceptional

fellow (laughter).

Mr. Gould: I am glad to meet the first gentleman I ever met that didn't.

The Chairman: But what would you do with those guys, that's what I want to know?

Mr. Gould: We have testimony before the War Labor Board, a special panel, in which we have submitted the plan that we have had into effect and which would

163 be even more effective if it wasn't sabotaged by

the same Foreman's Association of America, and that is that we have a Foremen's Counsellor. The foreman has recourse to this counsellor. He is there for the express purpose of talking any problem over with the foreman if he so chooses.

The Chairman: He is counsellor, one man?

Mr. Gould: One man, that's right.

The Chairman: He makes decisions or he acts as Father Confessor?

Mr. Gould: He is the Father Confessor if you like. He has the authority to influence decisions. He has the authority to make whatever decisions are within the company policy.

Mr. Houston: But you think it would be absolutely disastrous if the foremen were permitted to organize and do

bargaining collectively for themselves?

Mr. Gould: We feel very emphatically that is so.

Mr. Houston: And yet you have never had a contract with foremen.

Mr. Gould: We have had evidence and we have had the experience of them trying to organize. We have had experience with the Production Workers Union. We are well aware of their tactics. We have no reason to believe the tactics will vary.

Mr. Houston: They are all the same, are they?
Mr. Gould: That's right.

The Chairman: Representative of Bohn Aluminum.

ORAL ARGUMENT OF MR. S. D. DEN UYL.

Mr. Den Uyl: Gentlemen, my name is Simon Den Uyl. I am secretary and treasurer of the Bohn Aluminan & Brass Corporation. We have fourteen plants in operation and employ about ten thousand people. You have allotted me ten minutes but I will take only about two. The reason I won't take any more time is because my company concurs in the general opinions expressed here by General Motors, Chrysler and Murray. But there is no sense in repeating it for that reason, and I know the time is short anyway.

But I happen to know that not only our company but hundreds of other companies are vitally interested in this problem. And as a matter of fact, we are probably represented here today for the same reason that I am here and that's mainly that we feel so keenly that the war production effort and the peace time, post-war effort is going to be hurt.

Mr. Houston: Why do you say that, that war production will be wurt if the foremen-

Mr Den Uyl: Because I am a great believer in the doctrine that no man can serve two masters and you cannot divide management in two parts.

Mr. Houston: Why two masters?

Mr. Den Uyl: I claim, Mr. Houston, if you were my boss and I had another boss down here and you told me what to do I would do what you told me to but I would have to tell the person down here to do the same thing. If that person didn't do it you would probably discharge me, wouldn't you?

Mr. Houston: I would hold you responsible.

Mr. Den Uyl: Certainly. Well, how can you hold me responsible for doing something that this person has an equal right as I have? In other words, that person would come to me and say, "I won't do it." I go back to you

and say, "You won't do it," and then we have got to bargain collectively, the three of us, to see who is going to do it.

Mr. Houston Well wait a minute. You haven't the authority to do it through someone else. You can do it

yourself.

Mr. Den Uyl: But I don't have the authority. You don't give me the authority.

Mr. Houston: Well, does the foreman have the authority

today!

Mr. Den Uyl: I think he has sir,-

Mr. Houston: I can't take it away from him then if he organizes?

Mr. Den Uyl: Yes, sir. You can't have a sub-foreman and another sub-foreman and a general foreman all per-

haps of the same mind. The sub-foreman has got to take instructions from the general foreman. You can't divide it up.

Mr. Houston: Well, I understand that, but you think all

the loyalty-I just don't see it that way.

Mr. Den Uyl: Well, I do, Mr. Houston. It is a difference

of opinion, but I strongly feel that way.

I think the representatives that are here today feel the same as I do about it. As a matter of fact there are about 336 plants represented here now probably employing a million people. All of them probably are not here this afternoon because some of them had to get back on the train, but take this as an example. There is the Hersey Company operate twelve plants and employ 9500 people. Mr. Crawford here listening in to this meeting today, Mr. Townsend of Trico Brian, they operate a plant with 2,000 people in it. Mr. Reban, who is president of the Trunsco Lab work—

Mr. Houston: I understand all that. I remember not so many years ago when they started to organize industry on the mass production basis and I heard a good many cries that this is the end of free enterprise. It is all over. And in 1944, if I read the financial pages correctly, the net return was greater than in any year in the history of America.

Mr. Den Uyl: Well, I am not here to discuss the income of the United States.

Mr. Houston: I know; but you are looking at the picture of what is going to happen if these fellows organize.

167 I go back a little bit and remember what was said when the workers organized, and it hasn't proven

too wrong at that. .

Mr. Den Uyl: I am not prepared to discuss the income of this company. I don't think it is something that I should do anyway. But I am showing you that there is a genuine interest and a feeling on the part of various companies, a lot of them, that this decision may be very, very vital to them, and Mr. DeVleet was vice president of the Nash Kelvinator Corporation. They employed 20,000 people and operate six plants. He is here today. Mr. Graham of the B. F. Goodrich Company. I don't know how many plants he operates but he has got 50,000 employes. Mr. Waldren of the-Hudson Motor Car Company, three plants, 18,000 employes. Mr. McKeaman, Thompson Products, Inc., 5 plants, 14,000 employes. President, Mr. Enos, of Standard Springs, Steel Spring Company with eight plants employing 5400 people. Albert Jackson, president of Aeronautical Products, two plants, employ 3500 people. Mr. J. F. Dibley, Johnson Brown, employ 1700 people. Mr. Tarbell of Manufacturing Company, employing 850 people. Detroit Steel Products Co., representative. They employ about 1200 people. That is in addition to the General Motors, Chrysler and Murray people here.

Mr. Houston: I would maybe say that in every one of, those plants, not knowing, that the men are organized and with management have done a remarkable

job.

Mr. Den Uyl: I couldn't answer that question, Mr. Houston, because I don't know. I gathered this list together after we adjourned. It is not complete. I felt that a keen interest was shown here by these people coming down here and taking the day off from their work.

The Chairman; May I ask a few questions?

Mr. Den Yul: Yes, sig.

The Chairman: You took these names. Now, are these the names of people known to you as being of the same opinion as you expressed? You are speaking for that group along with yourself and others?

Mr. Den Uyl: I am, sir, and they can speak for themselves, but I have sought out the individuals representing
these companies and that is not expressing any opinion
only in principle that we are opposed to the collective bar-

gaining.

There are numerous others; for instance, Vice President Mr. Rich of Continental Motors, 24,000 employes, and the U.S. Industrial Chemicals, Inc., with 1600. Mr. Cushing, and Mr. Hobbs, vice president of U.S. Rubber, about 70,000 people. Mr. Love of the Federal Ship & Drydock. They operate two plants and employ 31,000. Mr. Downey, vice president and treasurer of Kelsey Hayes, 7500. Mr.

Harnisch, the Mack Manufacturing Corporation, 169 18,000, operating three plants. President, A. J.

Weathered & Company, five plants with 3500, and . Mr. Thomas here, representing the Firestone Tire & Rubber, they operate 54 plants and employ about 75,000 people. Mr. Fred Alma, the Raybestos Manhattan Company, 6, plants, 7,000 people, and Mr. Leonard is here from the Jamestown Metal & Equipment Company, 250 people. Mr. Randell, works manager and secretary of the Marlin Rockwell Company, 2700 people, and operate 2 plants. Mr. Bang, representing Edward J. Budd; they employ approximately 18,000 people, six plants, and Mr. Anderson of the Leland Gifford Company, and the Moss Twist Company. They have five plants and two of them and employ about 3800 people. So that I think that the interest is very evident. And I merely bring that out and there is no use of me repeating what some of the other ones said. because in general I would concur in what they have said.

The Chairman: The National Association of Manufacturers wherein they have three representatives as I understand it. Mr. Smethurst, Mr. Kane and Mr. Moore.

ORAL ARGUMENT OF MR. R. S. SMETHURST.

Mr. Smethurst: Mr. Chairman, my name is R. S. Smethurst, counsel for National Association of Manufacturers. I know the time is getting late, Mr. Chairman, and in order to save a few more minutes I would like permission to file a

brief covering some of the legal points involved in

this if we can get it in by the end of the week. 170 The Chairman: Yes, that will be satisfactory.

Mr. Smethurst: All right. And then just one word of introduction of two additional witnesses on behalf of the association.

The Chairman: We have no witnesses. We have just speakers.

Mr. Smethurst: They will speak for themselves, Mr. Chairman. They may prove to be witnesses or speakers.

But over a period of two or three years this Board in . a series of decisions concluded that organizations of supervisors were not appropriate units for collective bargaining. The beginning of that series of cases was in the Maryland Drydock case; and in that case, if I may paraphrase the majority opinion, this Board concluded that to recognize supervisors as an appropriate unit would seriously disrupt managerial and production techniques.

Believing that the Board is much more interested in those aspects of the case we brought two witnesses and the first one I would like now to present, Mr. Kane who is director of the N. A. M. Industrial Relations Department and formerly connected with the "Training Within In-

dustry Section of the War Manpower Commission."

Mr. Houston: May I ask you a question. I don't know whether I should or not, but I ask you this because I asked the man this morning who was speaking for

Packard Motor Car Company,-I asked him if his company was a member of the National Association of Manufacturers.

Mr. Smethurst: I couldn't answer that as a matter of fact. My guess would be that they probably are.

We have some 13,000 members, individual manufacturing companies, and it is just impossible to remember all. of theni.

Mr. Houston: What are you organized for?

Mr. Smethurst: Well, it is a long story.

Mr. Houston: Well, I know but organized-

Mr. Smethurst: We are not organized to bargain collectively.

Mr. Houston: That's right. But you are organized for

mutual protection?

Mr. Smethurst: That's right, and on a purely voluntary basis. Everything done is on a voluntary basis. Anyone who subscribes to any activity of the Association does it on a voluntary basis. There is absolutely no compulsion, and if you know the sentiment of the great majority of managers in industry you know that independence is insisted upon in our organization perhaps even to a greater extent than outside in other activities. But the organization is purely voluntary.

Mr. Houston: If they come in and volunteer to join you

accept their dues, I hope.

Mr. Smethurst: Oh, absolutely. We try to encourage them to see the advantage in joining.

Mr. Nelson: May we have a copy of that.

The Chairman: Send him a copy of it. Send at least three in here. We may all want to read it at one time.

ORAL ARGUMENT OF MICHAEL J. KANE.

Mr. Kane: Mr. Chairman, my name is Michael J. Kane, and as Mr. Smethurst said since January 1st of this year I have been the Director of Industrial Relations for the N. A. M.

For four and a quarter years prior to that as one of the four men brought into Washington by the Advisory Committee for the Commission of National Defense in 1940 to do some work which I believe is in this field. All I can offer are facts of a national character which may or may not be germane to the particular issue but I think this committee ought to weigh them for what they are worth.

It was early determined when the defense program got under way that there was a tremendous amount of training that had to be done to effectuate that change. There

were fields outlined by a committee, headed by Owen D. Young, we believe, and the divisions of the fields were somewhat as follows:

There would be a tremendous amount of skilled worker training for new skills or for different skills. That 173 was allocated and divided and taken care of beautifully by the agencies that then existed, the Vocational Educational Department, the National Youth Administration which was effective at that time, and the Apprentice Division of the Department of Labor.

Another division,—another field, was recognized and that was of aiding and quickening the development of a number of skilled engineers on technical matters. That particular field was allocated to presently constituted agencies, colleges and universities, vocational education departments and ultimately wound up with the Efficiency Management Workers, E. S. M. W. T., I think were the initials of it. That was well taken care of.

They also recognized another field for which there was at that time no particular agency instituted, and that was the field wherein they knew that there must be an increase in management function and ability in order to coordinate all of these things that were going on. And to that end they agreed and decided to take people from industry to set up the devices, the means through which management itself could be induced or aided or persuaded to do its own job of management training, without relying on any other agency. And that was the beginning of what has been called training within industry. It has gone through successively since and the same group is still operating on the same policy which is this: That the

174 training of managerial people, the development of supervisory skills is inherently that of management. They must do that training with their own people, for their own people and at their own expense. And our aim was simply to get that accomplished, realizing that it was their particular problem and that in proportion as they did that well production would come about.

I think it is safe to say that production did come about and that had some bearing on it I am sure.

Now, there are two or three principles in connection with that I think have a bearing, and then I will sketch if I may, the extent of it.

The basic principles that it operates on are these: Management is the only means which can effectuate good production. Now, it does require the other elements but without management you cannot have good production. So the slogan in this organization is "Better Production Through Improved Management."

· Now, that is just terms. It is easy enough to put out

terms. They are general.

But here is the interpretation that we have worked on and are still working on, that management in the sense

that it is used by "Training Within Industry" includes everybody from the top to the bottom with that organization which directs the work of others

regardless of title.

Now, the placing of the foreman as a title is technical. The function of a foreman is not technical. It is that recognized by everybody. It is that of directing the efforts of others to the end that production is brought out as it should be.

Now, on that basis the government has spent over five million dollars maintaining a small organization whose job it was to influence management. Management has spent I don't know how many tens of millions of dollars for this training. There were countless thousands of hours of man power devoted to it. We are told that it worked out rather well.

Now, there is one particular feature I would like to stress here. Never once was there any doubt in the minds of management, the government, the workers or G. W. I. as to where the line of management began or where it ended. It takes in everybody from the newest recruit and we have all done that. Everybody that moved into management came from that as I did. It includes the very top so that the procedures that were developed and the means used to get them effectuated were applied and are applied now equally to general manager as they are to the

greenest lead man, and that principle has been continued and we believe that there never is any question of it being possible to draw a line between supervising and managing. It is just like seeing the difference between breathing and management. A supervisor must manage and a manager must supervise. I am not trying to attempt to say where that line should be drawn. All I am saying is that in 17,000 plants in this country top management was induced to give that training, not only the initial training but to get it continuously used day to day to develop the skill of management, and 1,500,000 supervisors in this country have had it and it still seems to be going quite well. Thank you. Are there any questions?

Mr. Houston: I don't deny or discredit anything you have said. I am inclined to agree with what you have said. But I don't yet see why it would be disastrous for the foremen to organize and bargain collectively for them-

selves.

Mr. Smethurst: I think this, if you will permit me to say so, if you say "the foreman" you are drawing the line some place in that managerial organization.

Mr. Houston: Well, in this case, I would take from what was specified in the case this morning, general foremen down to special assignment, including assistant foremen and foremen.

. Mr. Smethurst: Well, not in my judgment, and I have developed before, I think that is drawing a line arbitrar-

ily that may not stick there. It may be necessary

177 to make the line lower or higher:

Mr. Houston: That's right, and then when we go to vote if we set up this unit there will be challenges, by both sides, no doubt, and then we will have to resolve the problem at that time.

Mr. Kane: Well, again, I was interested in listening to the testimony on details. This much I am sure of. Having been personally in contact with a good deal of this training I know the extreme necessity for having leadership, call it what you may, but the getting of good job relations is a managerial function contained and used by

the very first and lowest line of supervision. The grievances begin there. They start there. They can be settled there and hence it is management's obligation to see that these functions are used at the very lowest level and my judgment is if you draw a line any place it ought to be—

Mr. Houston: Do you agree or do you admit that the

foremen themselves might have some grievances?

Mr. Kane: I will have to agree with these gentlemen who preceded me and say that we all have grievances, but organizations are already in effect for taking care of management grievances. Every management that I know of has gone to the extent of setting up an organization chart showing the functions and very frequently showing the

names, the names of those who assigned those func-

178 tions. Here is a clear line through which personal or group or individual grievances can and ought to be settled.

Mr. Houston: But evidently are not.

Mr. Kane: Well, there are a lot of grievances that ought to be settled—

Mr. Houston': Yes: I agree with that.

The Chairman: Mr. Moore.

ORAL ARGUMENT OF MR. LEO MOORE.

Mr. Moore: Gentlemen of the Board, my name is Leo Moore. I am vice president and general manager of Sealed Power Corporation, Muskegon, Michigan. I am here today speaking as a managing executive of our company and I am also speaking in behalf of the National Association of Manufacturers.

I speak for them by virtue of the fact that in 1942 and in 1943 I was both Member and Chairman of the Associa-

tion's Committee on Supervisory Management.

I am somewhat confused and bewildered by much of the statements that have been made here today because they are talking to the point of loyalty to management. It seems to me that as I have tried objectively to study the obligations imposed upon me as an operating executive there has come through my experience a growth in the ap-

preciation of the importance of the human element associated together to form the enterprise known as a company. I shall speak specifically, "a" company.

179 All through the history which began with the industrial revolution in England, which occurred in the eighteenth century; there has been a slow, admittedly, but a steady improvement in the appreciation of the importance of the human element in industrial affairs.

Speaking for myself the importance of that element has been impressed greatly by the problem that we faced during the war. Our company was a so-called small closed corporation. We had finally gotten up to a point of employment late in 1941, which was the biggest year before the war of our industrial output, to 1250 employes. We were suddenly confronted with the necessity of expanding to a maximum employment of 2856. This required us to employ and upgrade, which we did without exception, men from our own rank and file and women into supervisory positions.

We were impressed by the fact that we had to do something about training these people. We had never had the mass effect of having to face such a problem in our past because what few times we had to elevate a man to a foremanship we could take that training problem in our stride. Consistent with that particular time the importance of doing this job was impressed upon the National Association of Manufacturers, to the end that the committee on Supervisory Management in 1942 became active and

produced this particular booklet which was printed in 1943, in April of that year, and which I am told by the staff of the Association circulated in something to the amount of 20,000 copies. The title of this book is "The Foreman, the Key Man in Your Plant."

We effectuated and planned to carry out the principles set forth in that booklet in our 1943 committee, which was done, and the findings were issued in the middle of 1944 under this title. I shall be glad to place those in record if you care to see them.

In this particular case it is interesting to observe that we called in and made part of the operating of the com-

mittee that formulated these booklets, a group of foremen, one from each plant which had a representative from management on that committee.

I think as I observe the problem of industrial production, with all its implications of public service, that it becomes advisable and essential for a unity of purpose to become established in the industrial group that forms the company. I don't think that there is exactly a question of loyalty to management. I think the bigger loyalty is the loyalty to the organization. It is to my mind—

The Chairman: It goes from the top to the bottom.

Mr. Moore: Absolutely. And it is dictated by selfinterest because as I have many times told the representatives of the U. A. W. C. I. O. with whom I had to deal the seniority clauses through which they have at-

181 tempted to gain security in our organization are not worth one bit of paper that they are written on except that our company stay in business. Therefore, their self-interest deserves that they must dedicate themselves to the overall effectiveness and success of the

company.

It has been in my observation, Mr. Houston, that you have raised in the past, during this day, the question of assumption or conjecture. It has been my observation in five years of dealing with first the U. A. W. A. F. of L. and later with the U. A. W. C. I. O. that union organization, regrettably, brings about a division of interest on the part of the employe which I believe I have a right, based on my own personal experience, to assume will follow when foremen become members of unions.

If that is a valid statement, and I speak now from my own personal experience, if that is a valid statement it therefore follows that their self-interest will not be served but rather otherwise, because their division of interest will unquestionably result in a loss of effectiveness of the company with which they are associated. There must be first a successful enterprise before any group within the company can bargain about or determine what division of the results of the enterprise shall be divided between them.

Mr. Houston: Don't you think it might even help if they

were organized? I don't mean in your particular plant. Maybe some other plants where there is a great deal of dissatisfaction in that particular group

of foremen.

Mr. Moore: Mr. Houston, I feel that that matter should be left to the individual plant to determine and I submit you gentlemen by ordering collective bargaining for foremen place a tremendous stamp of approval on that sort of thing. After all, organizing is a sales job, and it becomes quite an aggressive sales job, and I know we went through plenty of trouble, with commensurate loss of production all during the time that the organization of our hourly-rated employes was proceeding, and I would anticipate that war production would seriously suffer by the readjustment that would necessarily have to follow this completely new and novel idea of foremen being organized into groups when everything that we have done in our plant has been dedicated to the principle that they are part of the total management group.

I submit just one statement to point out my feeling with

respect to the change of interest.

In an attempt to foster better morale, a better understanding of the necessity of becoming a part of a total group, we started as many companies have done in the past a small plant publication about a year and a half ago. For what reason I have never been able to figure out until just recently, the officers of our local union, not the inter-

national officers, now, mind you, as far as I know, I make no claim of that. The officers of our local have consistently resisted all attempts that we have made

to get the people within their organization to cooperate in that little publication.

We stated as a matter of principle at the outset that we would never, and we never have, used it for propagandar purposes. It was simply a little country news sheet, if you will, in the interest of solidifying the group and getting the feel of one. They have never permitted pictures to be taken. They have never permitted news items to be given to that publication. They have continually resisted all efforts to make it successful.

Now, the other day,-

Mr. Houston: At the same time on that publication did you go to the Local and say: "You could have a column in there" or permit them certain space for whatever you

want to say?

Mr. Moore: We told them that any news that was of their group that was not specifically union news, but was in part of their group as members or a segment of the total group were perfectly proper to be put in. As a matter of fact, where news has become a matter of public record, like basket ball scores and that of teams representing them, they have been published in that publication.

Mr. Houston: But it was not a union publication. It was a company publication. Isn't that right?

184 Mr. Moore: It was an employe group publication, if I may so designate it.

Mr. Houston: Sponsored by the management?

Mr. Moore: That's right. In an appreciation of the total group working together for a successful enterprise.

Now, in speaking of them recently as to why they opposed our efforts in that matter, and I am just going to close up here. The chairman of the bargaining committee and the vice president, who was also vice president of the union, said this: "I have described the purpose behind this magazine to get this total group to understand that they were one together in this enterprise." And his statement to me was: "Well, we are afraid that if you do succeed in integrating this group together and building a group consciousness we will turn to you people for leadership and we will be left high and dry without any followers."

If that doesn't represent a division of interest that is detrimental to the success of the enterprise. I am not speaking to the point of loyalty to management at all. There is a lovalty to the citizenry of the community in which we operate. We pay a substantial payroll in our community. We have all those things that you gentlemen are well aware of, and I think our company, I can stand

on the record as demonstrating a high sense of public service and public responsibility.

Mr. Houston: Does the C. I. O, have a closed shop contract?

Mr. Moore: We were given a second maintenance of membership contract that the old National War Mediation Board handed out, a matter of doubtful—

The Chairman: That wasn't the next to last one, was it? Mr. Moore: It was next to the first one. (Laughter.)

Immediately thereafter within a matter of about two weeks we had a strike of ten days duration.

The Chairman: Against the maintenance of membership?

Mr. Moore: Against the wages that were handed out by the National— (Laughter,)

The Chairman: They may have another about the first

of April.

Mr. Moore: I feel very deeply in this matter and I think that it should be left to an invididual plant to determine how best to organize for the purpose of effectuating the best success of the enterprise.

Mr. Houston: Well, of course, if we make a decision we

are only making it in one particular case.

Mr. Moore: But when you order them to do that against the will of management you are placing a definite stamp of approval on such action.

Mr. Houston: Well, I know, taking your own argument, you said they ought to be allowed to organize in any particular plant where they want to organize?

Mr. Moore: I can't speak for other plants. You have named here the success, for example, in the printing trade.

Mr. Houston: Yes.

Mr. Moore: They evidently have taken care of the problems of management or the foremen in the management group. I am not at all familiar and I can't speak to that point. I do know that speaking for our own plant alone, however, that there would be a period of adjustment that would be necessary to go through and at this time in the face of the manpower situation with which the country is confronted, and the production need,—and Heaven knows we are too far behind in production now to be proud of our record in that score.

Mr. Houston: What you are saying is that the readjust-

ment of organization-

Mr. Moore: But for what purpose are they going to have this ability to organize? There are no grievances in our plant that we know of that are significant. Our foremen are better paid than a lot of our superintendents, as a matter of fact.

Mr. Houston: Well, if they don't want the union they probably won't take it. I don't know what you have get to worry about.

Mr. Moore: But the pressure is certainly there.

187 The Chairman: I was wondering whether or not the attitude of that local union was for the reaton it gave or the other way around. They said they were afraid that management was trying to undermine the union by publishing a company paper. Of course there would be more than one reason for opposition. I am just wondering what they said to you?

Mr. Moore: This local union has published a periodical, a publication that comes out twice a month, so to speak, a mimeographed collection of sheets that they have put out to all employes since right after they got their first contract with us.

The Chairman: This is the automobile workers?

Mr. Moore: This is the U. A. W., first A. F. of L. and then U. A. W. C. I. O. and if you were to look over the general tenor of that publication from the time of its inception to the last issue that was put out you would find in there absolutely nothing so outstanding as the castigation of management.

Mr. Houston: All right. Now, that's the reason I asked you a while ago if that paper was management-sponsored.

Mr. Moore: This was the union paper.

Mr. Houston: I know you are talking about the union now, but the one that you put out

Mr. Moore: Yes.

Mr. Houston: You didn't tell us a while ago that the company—the union had brought it out. It was just that the company had sponsored it. Now, we find that we have two. Why not call in a committee of management and labor to edit the paper and have one paper go out?

'Mr. Moore: I think that would be an excellent idea. We

have proposed that to our union, but we don't believe that strictly union news has a place in our paper.

Mr. Houston: Well, there you are.

Mr. Moore: If a group of employes acting together, whether they be part of the union group or not, that's perfectly all right; but I submit that they have done the identical thing. We have had for years a so-called Benefit Association that was managed by a Board of Trustees to be elected by all of the people employed by the company that wanted to join, both hourly and salaried employes. When the union organized they took that thing over lock, stock and barrel. They put out a slate and by their very numbers they took over the operation of the Benefit Association. They are in quite a lot of trouble now financially because their benefits have not been on the basis of good insurance practice. And they don't quite know what to do with it now.

Gentlemen, unless there are some questions that is all I

have to say.

The Chairman: Is there anyone here to represent the Chamber of Commerce?

189 ORAL ARGUMENT OF MR. WM. A. CREVELING.

Mr. Creveling: Gentlemen, my name is Wm. A. Creveling, U. S. Chamber of Commerce.

In February '44 we filed a fairly comprehensive brief with the Board on the Republic Steel case.

The Chairman: Yes, it is here.

Mr. Creveling: And at this time since the position of the Chamber has not changed, we merely filed a short supplemental brief incorporating by reference the earlier brief.

The Chairman: Yes, thank you very much.

Mr. Creveling: Thank you.

The Chairman: Well, thank all of you very much. It has been a long and tedious day for you but I think you will profit a good deal from the speeches.

(Whereupon the oral argument was closed at 5:45 p. m.)

BOARD'S EXHIBIT NO. 1.

- United States of America National Labor Relations Board

Petition for Certification of Representatives,

The undersigned Petitioner hereby alleges that the Employer named below has refused to recognize Petitioner as the exclusive collective bargaining agent of all the employees in the bargaining unit hereinafter described and that such refusal has given rise to a question concerning representation affecting commerce within the meaning of the National Labor Relations Act. Pursuant, therefore, to Section 9 (c) of said Act, Petitioner requests the National Labor Relations Board to investigate such controversy and certify to the parties the name or names of the representatives designated or selected by the employees.

- 1. Name of employer Packard Motor Car Company.
- 2. Address of 1580 E. Grand Blvd., Do Not Write in
- 3. Industry Manufacture of automobiles normally; manufacture : Case No.
 of war materials at present. : 7-R-1884

establishment Detroit, 11, Michigan.

- 4. Petitioner Foreman's Association of America (Independent).

 (Indicate affiliation, if any)

 Docketed: October 20, 1944
- 5. The alleged appropriate bargaining unit (describe below groups of employees or individual job classifications). Includes Employees classified as assistant foremen, foremen and general foremen, and employees classified as foremen but referred to as "special assignment" employees.

Except for

6. The Unit contains approximately 875 employees, of which number 872 have designated or selected petitioner as their bargaining representative.

7. The following individuals or labor organizations claim to represent employees in the Unit:

None

(Name and affiliation, if any)

None

(Address)

(Contract expiration date)

(Name and affiliation, if any)

(Address)

(Contract expiration date)

By ROBERT H. KEYS,

President.

(Signature and title of petitioner's representative)

FOREMAN'S ASSOCIATION OF AMERICA.

515 Barlum Tower, Detroit, 11, Mich., (Address)

Cadillac 2828 (Telephone number)

Attorney for Petitioner:

WALTER M. NELSON, 1438 Dime Bldg., Detroit, 26, Mich.

Subscribed and sworn to before me this 19th day of October, 1944, at Detroit, Mich.

MAXWELL J. SILVERSTEIN, Notary Public, Wayne Co., Mich.

My commission expires Dec. 2, 1945.

BOARD'S EXHIBIT NO. 2

Before the National Labor Relations Board
Seventh Region

In the Matter of-

PACKARD MOTOR CAR COM-PANY,

and

Case No. 7-R-1884

FOREMAN'S ASSOCIATION OF AMERICA (Independent),

Petitioner.

Notice of Hearing.

The Petitioner, above named, having heretofore filed with the National Labor Relations Board, Seventh Region, a Petition for Investigation and Certification of Representatives, pursuant to Section 9 (c) of the National Labor Relations Act, 49 Stat. 449, copy of which Petition is hereto attached, and it appearing to the National Labor Relations Board that a question affecting commerce has arisen concerning the representation of employees described by such Petition.

You are hereby notified that pursuant to Section 9 (c) of the Act, on the 4th day of December, 1944, at ten o'clock in the forenoon of said day in Room 1332, National Bank Building, Detroit, Michigan, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board upon the question of representation affecting commerce which has arisen, at which time and place the parties, above named, will have the right to appear in person or otherwise, and give testimony, and persons or labor organizations desiring to intervene and to participate in the proceeding may petition for leave to do

so in accordance with Article III, Section 5, and Article II, Section 19, of the Board's Rules and Regulations.

In Witness Whereof, the National Labor Relations Board has caused this, its Notice of Hearing, to be signed by the Regional Director for the Seventh Region on this 25th day of November, 1944.

(Seál)

FRANK H. BOWEN,
Regional Director, National Labor
Relations Board.

BOARD'S EXHIBIT NO. 13.

United States of America

Before the National Labor Relation's Board,

Seventh Region

In the Matter of

PACKARD MOTOR CAR COM-PANY

and

Case No. 7-R-1884

FOREMAN'S ASSOCIATION OF AMERICA (Independent).

Stipulation and Agreement.

It Is Hereby Stipulated and Agreed by and between Packard Motor Car Company and David Karasick, Attorney, National Labor Relations Board, that the Statement of Facts hereinafter set forth may be introduced in evidence by the National Labor Relations Board in the above

entitled matter in lieu of testimony of witnesses and shall have the same force and effect as though witnesses had appeared and testified as set forth below.

It is further stipulated and agreed that neither Packard Motor Car Company nor the Board shall be precluded from introducing additional evidence relative to the jurisdiction of the Board in this matter.

Statement of Facts.

I:

Packard Motor Car Company, herein called the Company, is a Michigan corporation with its principal office and place of business in Detroit, Michigan. Prior to 1941 the Company was engaged at its Detroit plants in the manufacture and sales of automobiles. Since 1941 the Company's manufacturing facilities have been converted to the manufacture of munitions for Army and Navy Ordnance and the Company is at the present time engaged in almost 100% war production.

II.

The Company annually purchases raw materials valued in excess of \$5,000,000.00, of which 50% is obtained from sources outside Michigan and is shipped to the respondent's plants located in Michigan. The Company's annual sales of finished products are valued in excess of \$5,000-000.00, of which 90% represents sales of such products shipped from the Detroit, Michigan, plants of the Company to places located outside Michigan.

Dated at Detroit, Michigan, this 18th day of December, 1944.

PACKARD MOTOR CAR COMPANY, By LOUIS F. DAHLING,

PERCY J. DONOVAN.

DAVID KARASICK,

Attorney,

National Labor Relations Board, Seventh Region.

BOARD'S EXHIBIT NO. 14.

Copy

FOREMAN'S ASSOCIATION OF AMERICA.

National Office

Phone CA dillac 2828

515 Barlum Tower

Detroit 26-Michigan

November 25, 1944.

Registered-Return Receipt Requested.

Mr. Amer Patzkowsky, Manager Industrial Relations, Packard Motor Car Co., 1580 E. Grand Blvd., Detroit, 11, Michigan.

Dear Sir:

A vast majority of the foremen employees of the Packard Motor Car Company are members of the Foreman's Association of America, Chapter #5.

They have selected the Association as their representative for purposes of collective bargaining with the Company on their wages, hours and conditions of employment. A conference between representatives of the Company and the Bargaining Committee of the Association chosen by the foremen employees is requested for the purpose of starting negotiations to arrive at a signed agreement.

An answer to this letter stating the time and place that this conference may be held is requested within a week from this date.

Very truly yours,

ROBERT H. KEYS, President

Foreman's Association of America.

RHK:JC

cc-Mr. Geo. T. Christopher, President.

> Mr. Walter Smith, Labor Relations Manager.

BOARD'S EXHIBIT NO. 15.

Copy

United States of America.

Before the National Labor Relations Board, Seventh Region.

In the Matter of-

PACKARD MOTOR CAR COM-PANY

(Name of company)

and

FOREMAN'S ASSOCIATION OF AMERICA.

(Name of petitioner)

Case No. VII-R-1279.

Petition for Investigation and Certification of Representatives Pursuant to Section 9 (c) of the National Labor Relations Act.

(Date filed January 15, 1943.)

- 1. Name of employer Packard Motor Car Company.
- 2. Address 1580 East Grand Boulevard, Detroit, Michigan.
 - 3. General nature of business Manufacturing.
- 4. Description of the bargaining unit which petitioner claims is appropriate A single organization of all fore-

men employed by Packard Motor Car Company under the rank of those formulating policies and giving advice.

- 5. Approximate number of employees in such unit 656 Foremen.
- 6. Approximate total number of employees in plant or plants involved 670 Foremen.
- 7. Number or percentage of employees in such unit who have designated or selected petitioner to be their representative for collective bargaining 656 members.
 - 8. Who is the present bargaining representative of employees? None other than petitioner.
 - 9. Names, addresses, and affiliation of any other known individuals or labor organizations who claim to represent any of the employees in such bargaining unit None.
 - 10. Is there an existing or recently expired contract, and if so give expiration date? None.
 - 11. The undersigned hereby alleges that a question has arisen concerning the representation of the employees in the above bargaining unit, in that:
 - (1) Lately the representatives of said employer met and discussed its foremen's problems, reserving recognition.
 - (2) Later said employer has refused to recognize, meet with or negotiate in good faith with petitioner.

The undersigned further alleges that said question concerning representation is a question affecting commerce within the meaning of said act.

The undersigned requests that pursuant to section 9 (c) of the National Labor Relations Act, the National Labor

Relations Board investigate such controversy and certify to the parties the name or names of the representatives that have been designated or selected by said employees.

/s/ WALTER M. NELSON,
Attorney for Petitioner,
1438 Dime Building,
Detroit, Michigan.

Name and address of employees or representatives filing the petition. (If made by a labor organization, give also the full name, local number and affiliation of the organization and the name and official position of the person acting for the organization.)

FOREMAN'S ASSOCIATION OF AMERICA,

By /s/ ROBERT H. KEYS, President,

> /s/ WILLIAM FISHER, Secretary,

> > 5746 Schaefer Road, Dearborn, Mich., Cedar 1312.

Subscribed and sworn to before me this 11 day of January, 1943, at Detroit, Michigan.

/s/ WILLIAM G. ELLIOTT, Notary Public, Wayne County, Mich.

My commission expires Feb. 27, 1946.

(Seal)

BOARD'S EXHIBIT NO. 16.

United States of America.

Before the National Labor Relations Board, Seventh Region.

In the Matter of-

PACKARD MOTOR CAR COM-PANY

and

Case No. VII-R-1279.

FOREMAN'S ASSOCIATION OF AMERICA

Agreement for Consent Election.

This Agreement, made and entered into this 1st day of February, 1943, by and between Packard Motor Car Company (herein called the Employer), and Foreman's Association of America (herein called the Union):

A Petition for Investigation and Certification of Representatives, pursuant to section 9 (c) of the National Labor Relations Act (herein called the Act), having been filed by the Union with the Regional Director for the Seventh Region of the National Labor Relations Board (herein called the Regional Director and the Board, respectively), alleging that a question has arisen in respect to the representation for purposes of collective bargaining of certain employees of the Employer;

It Is Hereby Agreed as Follows:

A Unit.

All foremen and assistant foremen, excluding certain supervisory general foremen who formulate policies and give advice and plant superintendents (herein called the Unit), constitute a unit appropriate for the purposes of collective bargaining.

Board's Exhibit No. 16 .

II. Secret Ballot.

An election by secret ballot shall be conducted under the direction and supervision of the Regional Director among all employees in the Unit who were employed by the Employer during the pay-roll period ending January 30, 1943, including employees who did not work during such pay-roll period because they were ill or on vacation or in the active military service or training of the United States or temporarily laid off, but excluding employes who have since quit or been discharged for cause, to determine whether or not they desire to be represented by the Union for purposes of collective bargaining.

III. Procedure.

Said election shall be held in accordance with the Act; the Rules and Regulations and the customary procedures and policies of the Board; provided that the determination of the Regional Director shall be final and binding upon any question (including questions as to the eligibility of voters) raised by either party hereto relating in any manner to the election and not specifically covered in this Agreement.

IV. Time and Place.

The election shall be held at City of Detroit voting booth, Corner of Concord & Harper St., Detroit, Michigan, and the polls shall be open between the hours of 6:00 AM to 9:00 AM and 3:00 PM to 7:00 PM on February 24, 1943. Employees will vote after working hours.

V. Notices of Election.

The Regional Director shall prepare and supply to the parties hereto at least 7 days before the election "Notices of Election" describing the manner and conduct of the election to be held and incorporating therein a sample ballot. The Employer, upon the request of and at a time designated by the Regional Director, will post such "Notices of Election" at conspicuous and usual posting places easily accessible to the eligible voters.

VI. Observers.

The ballots shall be handled are the votes shall be counted and tabulated as soon after the election as feasible by the Regional Director, or his agent or agents. The Employer and the Union will each be allowed to station an equal number of authorized observers, selected from among the non-supervisory employees of the Employer, at the polling place during the election to assist in its conduct, to challenge the eligibility of voters and to verify the tally. Upon the conclusion of the counting the Regional Director shall supply a copy of the tabulation of votes to each party's observers.

VII. Eligible List.

At least 10 days before the election the Employer will furnish to the Regional Director an accurate list of all of the eligible voters as described in sections I and II above, together with a list of all the employees, if any, specifically excluded from eligibility by such sections.

VIII. Objections.

Objections to the conduct of the ballot or to a determination of representatives based on the results thereof, may be filed with the Regional Director within five (5) days after the closing of the polls and copies of such Objections must be served upon the other party. If Objections are duly filed, the Regional Director shall promptly investigate the matters contained in such Objections.

IX. Election Report.

The Regional Director shall, upon the completion of his investigation of the Objections, if any, or otherwise upon the expiration of the period within which Objections may be filed, issue a Report on Consent Election. Such Report shall contain a tally of the results of the ballot and the Regional Director's rulings, if any, on challenged ballots and Objections. If Objections are sustained, the Regional Director may in his Report include an Order voiding the results of the election and in that event shall be empowered

to conduct a new election under the terms and provisions of this Agreement at a date, time, and place to be determined by him. If Objections are overruled or if none have been filed, the Regional Director shall, in his Report, include a finding and determination as to whether the employees in the Unit have selected the Union as their bargaining representative:

X. Approval.

This Agreement is subject to the approval of the Regional Director.

PACKARD MOTOR CAR COMPANY, (Employer)

By /s/ E. E. WEISS,

(Name of Representative)

Ind. Rel. Mgr.

(Title)

FOREMAN'S ASSOCIATION OF AMERICA, (Union)

By /s/ ROBERT H. KEYS, (Name of Representative)

President.
(Title)

Recommended:

/s/ IRWIN E. BANNASCH,
Field Examiner,
National Labor Relations Board.

Approved Feb. 8, 1943.

/s/ FRANK H. BOWEN,
Regional Director.
National Labor Relations Board.

BOARD'S EXHIBIT NO. 17.

Certification of Counting and Tabulating of Ballots.

Name of employer: Packard Motor Car Company. Case No.: VII-R-1279:

Date of election: February 24, 1943. Date of counting? February 24, 1943.

Place of counting: Detroit, Michigan.

The Undersigned acted as agents of the Regional Director and as authorized observers, respectively, in the counting and tabulating of ballots at the above time and place. We bereby certify that such counting and tabulating were fairly and accurately done and that the secrecy of the ballots was maintained. We certify that the results were as follows:

1. Total on eligibility list	693
2 Total hallots cast	631
3. Total ballots challenged	130
.4. Total blank ballots	0
5. Total void vallots	13
6. Total valid votes counted	188
7. Votes cast for Foreman's Association of America	186
8. Votes cast against Foreman's Association	1 .
of America	2
10. Votes cast for (neither) (none).,	
For Packard Motor Car Company	
W. L. DEIERLEIN.	

For Foreman's Association of America ROBERT TURNBULL.

For the Regional Director, Seventh Region ROBERT M. JORDAN, IRWIN E. BANNASCH."

BOARD'S EXHIBIT NO. 18.

United States of America

Before the National Labor Relations Board,

Seventh Region.

Certification on Conduct of Election.

Name of employer: Packard Motor Car Company.

Case No. VII-R-1279.

Place of election: Detroit, Michigan.

Date of election: February 24, 1943.

The Undersigned acted as agents of the Regional Director and as authorized observers, respectively, in the conduct of the balloting at the above time and place.

We Hereby Certify that such balloting was fairly conducted; that all eligible voters were given an opportunity to vote their ballots in secret; and that the ballot box was protected in the interest of a fair and secret vote.

For Packard Motor Car Company
J. E. LOCHER 6 AM to 9 AM.
W. L. DEIERLEIN 3 PM to 7 PM.

For Foreman's Association of America PROSPER TRAEN 6 AM to 9 AM. ROBERT TURNBULL 3 PM to 7 PM.

For the Regional Director, Seventh Region IRWIN E. BANNASCH, ROBERT M. JORDAN.

BOARD'S EXHIBIT NO. 19.

United States of America

Before the National Labor Relations Board, Seventh Region.

In the Matter of-

PACKARD MOTOR CAR COM-PANY

and

Case No. VII-R-1279.

FOREMAN'S ASSOCIATION OF AMERICA

Report on Consent Election.

Pursuant to the Agreement for Consent Election entered into by the parties in the above-entitled case, the undersigned reports that an election by secret ballot has been conducted on February 24, 1943, with the results set forth below:

• .	
Total on eligibility list	693
 Total ballots cast	631
Total ballots challenged	130
Total blank ballots	0
Total void ballots	13
Total valid votes counted	488
Votes cast for Foreman's Association of America	486
Votes cast against above union	2
Votes cast for	
Votes cast for (neither) (none)	

No Objections to the conduct of the election or to a determination of representatives based on the results thereof have been filed within the prescribed period.

The undersigned, therefore, pursuant to Section IX of the Agreement for Consent Election finds and determines that Foreman's Association of America (has) been desigrated and selected by a majority of the employees in the agreed unit as the exclusive bargaining representative of the employees within the unit.

/s/ FRANK H. BOWEN,
Regional Director,
National Labor Relations Board.

Dated at Detroit, Michigan, this 2nd day of March, 1943...

BOARD'S EXHIBIT NO. 20.

Department of Labor. .

Washington, December 11, 1944

I hereby certify that the annexed is a true tabulation of the list of companies affected by strikes involving foremen and supervisory workers, July 1, 1943 to November, 1944 on file in the Industrial Relations Division of the Bureau of Labor Statistics.

A. F. HINRICHS,
Acting Commissioner of Labor
Statistics.
(Official title)

Office of the Secretary.

I hereby certify that A. F. Hinrichs, who signed the foregoing certificate, is now, and was at the time of signing, the Acting Commissioner of Labor Statistics and that full faith and credit should be given his certification as such.

In witness whereof, I have hereunto subscribed my name, and caused the seal of the Department of Labor to be affixed this 12th day of December one thousand nine hundred and forty-four.

(Seal)

(Name illegible)
Secretary of Labor.

U. S. Department of Labor.

Bureau of Labor Statistics.

1. List of companies affected by strikes involving foremen and supervisory workers, July 1, 1943-November, 1944:

Company Month

New York Shipbuilding Corp., Camden, N. J. . . September Republic Steel Corp., Cleveland, Ohio October Maryland Drydock Company, Fairfield, Md. . . . November Bohn Aluminum & Brass Corp., Adrian, Mich. . December

¹ All information is preliminary and may be incomplete. See note to table on page 4.

1944

	(January- November)
Company	Month .
Chrysler Corp., Detroit, Mich	February Plant).February Stump
Republic Steel Corp. (Sayreton Mine), Say	
Ala	March
Koppers Coal Division, Stotesbury, W. V.	a March
C. H. Mead Coal Co. East Gulf, W. Va	March
Leckie Firecreek Coal Co., Fireco, W. Va	
Ford Collieries Co., Curtisville, Pa: (F	rances
and Berry Mines)	
Hudson Motor Car Co.	
Murray Corp. (Detroit Plant))	
Briggs Mfg. Co. Detroit.	May
Packard Motor Car Co.	may
Gar Wood Industries	
Aeronautical Products Corp.	*
Federal Shipbuilding & Dry Dock Co., K	earny,
N., J	
Pullman Standard Car Co., Butler, Pa	
Octavia Coal Mining Corp., McAndrews,	KyJuly
Ford Collieries	
Rochester & Pittsburgh Coal Co.)	
Jones & Laughlin Coal Co.)	
	lvania. August
Monroe Coal Mining Co.	
Heisley Coal Co.	
Ebensburg Coal Co.	
Dravo Corp., Wilmington, Del	
Bethlehem Steel Company (Atlantic & son Yards), East Boston, Mass	September
. Wright Aeronautical Co., Paterson, E. Pa	
Woodridge & Fairlawn, N. J	

	(January- November)
Company	Month
Hitchman Coal Co.)
Kelly Creek Coal Co.	
Valley Camp Coal Co.	
Pursgiove Coal Co.	
Brock, Inc.	
Davis & Wilson Coal Co.	
Cannelton Coal Co.	-
Christopher Mining Co.	
Eastern Gas & Fuel Co.	
(Koppers Division)	
Consolidation Coal Co.	
C. H. Mead Coal Co.	
River Seam Coal Co.	West Virginia
Leccony Smokeless Fuel Co.	
Wyoming Coal Co.	
Crab Orchard Improvement Co.	
Lillybrook Coal Co.	September
D. H. Pritchard Contracting Co.	
Minds Coal Mining Co.	
Virginia & Pittsburgh Coal & Colle Co.	
Wyatt Coal Co.	
Raleigh Wyoming Mining Co.	
Industrial Collieries Corp.	
Glendale Gas & Coal Co.	
Louise Coal Co.	
Jamison Coal & Coke Co.	
Pacific Coal Co.	
Eastern Coal Corp.) Kentucky	
Octavia Mining Co.)	
Springfield Coal Co.	
Hillman Coal & Coke Co.	1
Republic Iron & Steel Co.) Per	insylvania
Consolidation Coal Co.	
Pennsylvania Coal & Coke Co)	
Rochester & Pittsburgh Coal Co.)	20

1944 (January-November)

Company Month

Jones & Laughlin Co., California, Vestaburg &

Denbo, Pa. October

Wright Aeronautical Co., Woodridge & Paterson, N. J. November

2. The following unions were involved in strikes of foremen and supervisory workers, July 1, 1943-November 1944:

The Foremen's Association of America, Independent United Clerical, Technical and Supervisory Employees Union of the Mining Industry, Dist. 50, UMWA.

Marine & Shipbuilding Workers of America, C. I. O.

The following unaffiliated local clubs and associations:

Leading Men's Organizing Committee—New Jersey
Ordnance Department Foremen's Club—Pennsylvania
Working Leaders and Leadingmen—Delaware
Wright Aircraft Supervisor's Association—New
Jersey

3. Strikes Involving Foremen and Supervisory Workers, July 1, 1943—November 1944.¹

			-Man-days id	le-by majo	r issues-		
	Number of	Number of workers		Other-bu recognitio		Man-days idle—	
Year and Month	strikes	involved	Recognition	a factor	Other	Totals	
1943 (July-Dec.)					*.		
September	1	14		35		35	. *
October	1	537	. 875			875	
November		2,150	2,375			2,375	Bo
December	1	30		.180		180	Board's
Totals	4	2,731	3,250	215		* 3,465	d's
		*	*		* *	0	E
1944 (JanNov.)			8				dx
January	1	1,107	4,552			4,552	o bi
February	2	1,336		833	1,066	1,899	N
March	4	2,428	13,039	3,913	1,424	£ 18,376	0
April	.: 2	1,080	7,760			7,760	20
May	2	54,876	341,890	412	0	342,302	1
June	1	600		Ripor .	1,200	1,200	1
July	1 .	290	580			580	
August	1	8,650	72,685			72,685	
September	4	35,296	138,928	2,500	4 :	. 141,428	
October	1	2,357		9,374		9,374	
November	1	23,000	69,000			69,000	
Totals	20	131,020	648,434	17,032	3,690	669,156	

¹ The figures are only partially complete, including the strikes involving supervisory workers discovered through a preliminary check of Bureau records for the period.